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Hennepin County, Minnesota Independent School District 281 School Board and Robbinsdale Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 872 (1985)

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Hennepin County, Minnesota Independent School District 281 School Board and Robbinsdale Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 872 (1985)

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Collective Bargaining Agreement

Between

**Independent School District 281
Hennepin County, Minnesota**

and

**Robbinsdale Federation of Teachers
Local 872
American Federation of Teachers
AFL - CIO**



1985-86

1986-87

6/87

COLLECTIVE BARGAINING AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT 281
HENNEPIN COUNTY, MINNESOTA

and

ROBBINSDALE FEDERATION OF TEACHERS
LOCAL 872
AMERICAN FEDERATION OF TEACHERS
AFL - CIO

1985-86

1986-87

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PREAMBLE

The School Board and the Robbinsdale Federation of Teachers recognize that they have a common responsibility beyond their collective bargaining relationship. Each will strive to achieve quality long-term educational goals and programs through the establishment of mutually accepted channels of communication. It is hoped that this joint effort will contribute in significant measure to the advancement of public education in District 281.

AGREEMENT

This Agreement entered into between the School Board of Independent School District 281, Hennepin County, Minnesota, hereinafter referred to as the School Board, and the Robbinsdale Federation of Teachers, Local 872, American Federation of Teachers, AFL-CIO, hereinafter referred to as the Federation, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA to provide the terms and conditions of employment for the professional staff during the duration of the Agreement.

RECOGNITION

In accordance with the PELRA, the School Board recognizes the Robbinsdale Federation of Teachers and the exclusive representative of teachers employed by this School Board. The Federation shall represent all the teachers of the district as defined in this Agreement and in said Act.

ARTICLE I

DEFINITIONS

- 1- 1 **Terms & Conditions of Employment:** This shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees. It does not mean the retirement contributions or benefits nor does it mean the educational policies of the school district.
- 1- 2 **Teacher:** This shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the Board of Teaching, the State Board of Education, or in a position as a physical therapist or an occupational therapist; but shall not include superintendent, assistant superintendent, principals, and assistant principals who devote more than 50 percent of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, part-time or temporary employees, excluded from teacher bargaining units by Minnesota PELRA Act, and emergency employees.
- 1- 3 **Federation:** Federation shall mean the Robbinsdale Federation of Teachers, Local 872.
- 1- 4 **School District:** School District shall mean Independent School District 281.
- 1- 5 **School Board:** For the purpose of administering this agreement, the term "School Board" shall mean the School Board or its designated representative.
- 1- 6 **PELRA:** PELRA shall mean the Minnesota Public Employment Labor Relations Act, as amended.
- 1- 7 **Other Terms:** All other terms used in this Agreement shall have those meanings as defined by PELRA, as amended.

ARTICLE II

SCHOOL BOARD RIGHTS

- 2- 1 **Inherent Managerial Rights:** The School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and the selection, direction, and number of personnel.

- 2- 2 **Management Responsibilities:** The School Board has the right and obligation to manage efficiently and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.
- 2- 3 **Effect of Laws, Rules, and Regulations:** All employees covered by this Agreement shall perform the teaching and nonteaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, federal laws, and by School Board rules, regulations, and directions issued by properly designated officials of the school district.
- 2- 4 **Reservation of Board's Rights and Duties:** This Agreement is not intended to abrogate the statutory power of the School Board of the school district to make rules and regulations to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, and management of the public school system.

ARTICLE III

FEDERATION RIGHTS

- 3- 1 **Recognition:** In accordance with PELRA, the Board of Education recognizes the Robbinsdale Federation of Teachers, Local 872, as the exclusive representative of teachers employed by the School Board of Independent School District 281, which exclusive representative shall have those rights and responsibilities as prescribed by the PELRA and as described in the provisions of this Agreement.
- 3- 2 **Meetings Scheduled During Working Hours:** When meetings are mutually scheduled by the parties to confer or negotiate during working hours, the teachers upon proper application shall be relieved by substitutes and shall suffer no loss of pay.
- 3- 3 **Federation Business During School Hours:** The Federation president may be scheduled for nonteaching time the last teaching period of the day at which time the president may leave the building on Federation business.
- 3- 4 **Use of School Buildings:** Upon request to the Community Education Department, or building principal, the Federation shall be permitted to meet within the school at times and under circumstances which will not interfere with the instructional programs of the total school use. Normally, requests for such use shall be at least twenty-four (24) hours in advance. Expenses incident to the meeting, other than those normally a part of school operation, shall be borne by the Federation.

- 3- 5 **Use of Bulletin Boards:** Bulletin board space shall be made available in each school for the exclusive use of the Federation to post materials dealing with Federation business.
- 3- 6 **Use of Interschool Mail:** The Federation shall have use of the interschool mail system of the district on matters regarding the Federation and related activities.
- 3- 7 **Use of District Equipment:** The Federation shall be permitted to use school equipment within the school, such as duplicators and typewriters, in relation to Federation activities at times and under circumstances which will not interfere with the instructional programs or the total school use. All expenses incidental to the use of such equipment shall be borne by the Federation.
- 3- 8 **Availability of District Information:** The School Board shall make a reasonable effort within a reasonable amount of time to provide the Federation with requested information, pertinent to negotiations and grievances. Should the request involve information which is not readily available and entail considerable time, the Federation agrees to share administrative costs.
- 3- 9 **Federation Leave:** Up to 20 days leave per year shall be granted upon the request of the Federation President for purposes related to the conduct of Federation business.

ARTICLE IV

TEACHER RIGHTS

- 4- 1 **Right to Join:** Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.
- 4- 2 **Right to Discuss Complaints:** No teacher shall be prevented from informally discussing a complaint with the teacher's immediate superior or processing a grievance in the teacher's behalf in accordance with the grievance procedures hereinafter set forth in Article V.
- 4- 3 **Individual & Organizational Rights:** Nothing contained herein shall be construed to prevent any authorized representative of the School Board from meeting with any licensed staff members in the bargaining unit for the purpose of hearing the views and proposals of its members except that as to matters presented by such organizations which are proper subjects of negotiations, the Federation shall be informed of the meeting and be permitted a representative.

- 4- 4 **Dues Check Off:** Teachers shall have the right to request and be allowed dues check-off for the teacher organization of their selection. Upon receipt of a properly executed authorization card of the teacher involved, the school district will deduct monthly from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during period provided in said authorization.
- 4- 5 **Payroll Deduction for COPE:** The School Board agrees to provide payroll deduction for members of the bargaining unit who wish to use this method for contributing to RFT COPE.
- 4- 6 **Union Representation:** Teachers shall be entitled to have a union representative present at meetings with district officials when the nature of the meeting involves disciplinary matters covered in Article IX, Section 1, b through f.

ARTICLE V

GRIEVANCE PROCEDURES:

- 5- 1 **Definition:** A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. Where the singular use of the word teacher is used, the plural of teachers may be substituted, where applicable.
- 5- 2 **Representation:**
- 5-2-1 **School District:** The administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the administration's behalf.
- 5-2-2 **The Grievant:** The grievant shall be represented at all steps of the grievance procedure by the Federation, unless the Federation refuses to carry the grievance. In the event the Federation chooses not to process a grievance at any level, the grievant shall not be limited from proceeding independently or with representation other than the Federation. The grievant shall be present at all steps of the procedure, which the grievant elects to pursue. In the case of a group grievance where more than one teacher is involved, the group shall choose three or fewer teachers to act as grievants.

5-2-3 **The Federation:** The Federation shall have the exclusive right to process all grievances on behalf of grievants. If the Federation refuses to carry a grievance and the grievant chooses to proceed as outlined in 5-2-2 the Federation shall be informed of all grievance hearings, shall be permitted to attend such hearings, and shall receive from the School Board or its representative, any correspondence between the parties. In the event a teacher uses a representative other than the Federation, the grievant or the grievant's representative shall bear all costs normally borne by the exclusive representative.

5- 3 **Extension:** Time limits specified in this Agreement may be extended by mutual agreement.

5- 4 **Days:** Reference to days regarding time periods in this procedure shall refer to school days. A school day is defined as all days teachers are required to be on duty.

5- 5 **Time Limits:** Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

- 6 **Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a school holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a school holiday.

5- 7 **Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

5- 8 **Adjustment of Grievances:** All effort shall be made to resolve any conflict by the teacher involved, with the supervisor or administrator directly involved. Any grievance must be filed within a reasonable time not to exceed forty-five (45) school days from the date of the occurrence alleged to be a grievance and every effort shall be made to keep the grievance from carrying over into another fiscal year. Grievances of a teacher, during the course of the teacher's employment, shall be presented and adjusted in the following manner:

- 5-8-1 **First Level:** The statement of the grievance shall be oral and the proceedings informal. These proceedings shall be held with the First Level administrator who possesses the authority to adjust the grievance. If a satisfactory settlement cannot be reached within three (3) days, the Second Level may be initiated within two (2) school days thereafter.
- 5-8-2 **Second Level:** Any licensed teacher who has not received a satisfactory settlement as outlined in the first level will resubmit the grievance in writing on the prescribed form to the supervisor or administrator involved and to the Federation. The written grievance shall state the facts upon which it is based, the provisions in the Agreement allegedly violated, and the relief requested. Within five (5) school days after receipt of said written grievance, the supervisor or administrator shall discuss the allegation with the teacher in order to seek a satisfactory settlement of the grievance. The supervisor or administrator shall submit their decision in writing to the teacher, to the superintendent, and to the Federation. If a satisfactory settlement cannot be reached within three (3) school days, the third level may be initiated within two (2) school days thereafter.
- 5-8-3 **Third Level:** Any teacher who has not received satisfactory settlement as outlined in the second level shall submit the grievance in writing with a letter of transmittal to the superintendent of schools. Within ten (10) school days of the receipt of the grievance, the superintendent or the superintendent's designate shall meet with the aggrieved, the supervisor, or administrator directly involved in an effort to reach a satisfactory settlement. The superintendent or the superintendent's designate shall render the superintendent's decision in writing to the parties involved, including the Federation. If a satisfactory settlement cannot be reached within five (5) school days after the superintendent's hearing, the fourth level may be initiated within five (5) school days thereafter.
- 5-8-4 **Fourth Level:** Any licensed teacher who has not received a satisfactory settlement as outlined in the third level shall submit a grievance in writing to the School Board. The School Board shall have a hearing or rule on the grievance and refer the matter on to the fifth level within fifteen (15) days. In the event the Board does decide to have a hearing, it shall give a fair and impartial hearing to the aggrieved along with the supervisor or administrator and their counsel. The School Board shall render a written decision within fifteen (15) school days to the parties involved, including

5-8-4 Continued

the Federation. If the School Board's decision is not acceptable to the licensed teacher involved and the matter pertains to this professional staff agreement, the matter may proceed to the fifth level within five (5) school days thereafter. Otherwise, the decision of the School Board is final.

5-8-5 **Fifth Level:** Within said five (5) days, either party may request arbitration. The parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to submit a list of five arbitrators, providing such request is made within twenty (20) days after request for arbitration. The parties shall alternately strike names from the list of five until only one name remains which shall be the agreed upon arbitrator. Failure to request a list of arbitrators from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

5- 9 **Submission of Grievance:** Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School Board, a statement outlining the nature of the grievance. The material shall include the provisions in the Agreement allegedly violated, the remedy requested, and a copy of the written grievance. Copies of the District's rulings at the preceding levels of the grievance procedures shall also be provided to the arbitrator by the Federation.

The School Board may make a similar submission of information relating to the grievance within five (5) days after receipt of the above, a copy of which shall be sent to the Federation.

5-10 **Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose provided the selection is consistent with 5-2-2. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

5-11 **Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations to arbitration decisions as provided by in the PELRA, as amended.

- 5-12 **Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator. The cost a transcript or recording, if requested, shall be borne by the requesting party (ies).
- 5-13 **Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy.
- 5-14 **Appearance and Representation:** Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such hearings are during school hours, all persons who are required to participate shall be excused with pay for that purpose and that time shall not be deducted from the teacher's personal leave. School hours are defined herein as the hours during which the teacher is assigned direct control of the students.
- 5-15 **Investigation of Grievances:** The investigation of grievances shall not interfere with the orderly process of education in District 281.
- 5-16 **Election of Remedies and Waiver:** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately there upon waive any and all right to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the teacher shall waive his/her right to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to an action to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE VI

WORKING CONDITIONS

1 District Required Information & Reports:

- 6-1-1 **Personnel Information:** Each teacher must submit a valid Minnesota teacher's license, a Teachers Retirement Fund Certificate, a Social Security number, an official transcript of all college credits, and a Certificate of Birth. This material will be kept on file in the Personnel Office during the entire time that the teacher is employed in the school system.
- 6-1-2 **License:** Employment will be terminated for any staff member who cannot qualify for a Minnesota license, or who fails to submit a valid license by October 15, or who does not provide evidence by the same date that an effort is being made to comply with licensure regulations and that application has not been rejected.
- 6-1-3 **Health Reports:** The School Board may require that a teacher furnish a certificate of good health from a licensed physician of the School Board's choosing and expense. If the report of the physician shows that the teacher is physically and mentally unable to continue teaching, the provisions of MS 125.12, Subdivision 7, may be invoked. The Board may require such teacher to take a leave of absence until the physician's recommendation for return duty is approved by the Board. Required examinations for the staff, other than the requirement for employment, shall be at School Board expense.

6- 2 Personnel Files:

- 6-2-1 **Availability of Personnel File:** The teacher's current personnel file shall be housed in the Personnel Office of District 281 and shall be available to the teacher at convenient times. All materials generated for such file shall be handled as stipulated in item 6-2-3, and no other teacher's personnel file shall be kept. Convenient time is understood to mean that the Personnel or Superintendent's office will arrange an appointment during regular business office hours or some other mutually convenient time when the teacher requests such an appointment. Current file will be defined as materials submitted and filed after September 1, 1970.
- 6-2-2 **Confidential Material:** Recommendations and confidential reports received on a teacher's application for initial employment or for promotions will not be available for inspection until such time that inspection of such materials is permitted by law.

- 6-2-3 **Material Filed:** The teacher shall be given an opportunity to read material contained in the teacher's personnel file, except confidential material as defined in 6-2-1 and 6-2-2. Notification in writing shall be given to a teacher when material which supports disciplinary action, as described in Article IX, is placed in the teacher's personnel file. The teacher shall sign the copy to be filed, with the understanding that this means that the teacher has read the materials, but not that the teacher necessarily agrees with its contents.
- 6-2-4 **Right to Answer Material Filed:** The teacher shall have the right to respond to any material filed and the teacher's response shall be attached to the file copy.
- 6-2-5 **Reproduction of Material Filed:** The teacher may reproduce any material in the teacher's file, except confidential material as defined in this Article.
- 6- 3 **Emergency Closings:** When schools are closed due to inclement weather or other unforeseeable circumstances such as mechanical failure and such closure has been officially promulgated, teachers shall not be expected to report to work. The provisions of 6-3 shall apply to both contract and hourly rate teachers. Neither shall lose salary or wages. If days lost by such emergencies result in the school year falling below the minimum required by law, teachers shall perform duties on such other days as specified in 6-3-2.
- 6-3-1 **Energy Conservation:** During extreme weather conditions the Superintendent may authorize school closings as a measure to conserve energy.
- If days lost by such energy closings result in the school year falling below the minimum required by law, teachers shall perform duties on such other days as specified in 6-3-2.
- 6-3-2 **Make Up Days:** The first day to be used as make-up shall be Thursday of the last week of school. The second day to be used as make-up shall be Friday of the last week of school. The third day to be used as make-up shall be Presidents' Day. The fourth day to be used as make-up shall be Easter Monday. Should more than four days of student contact be needed to meet the maximum state requirement, the school year shall be extended the required number of days.
- 6- 4 **Holidays:** The following will be recognized as paid holidays: Labor Day, The 3rd Friday in October (Teacher Conference Day). Thanksgiving Thursday and Friday, Dr. Martin Luther King Day, Presidents' Day, and Memorial Day.

- 6- 5 **Religious Holidays:** Two days may be granted for religious holidays. Teachers who wish to be granted time off for a religious holiday must make application giving full particulars to the Personnel Office previous to said holiday for approval to have such leave deducted from current sick leave or personal leave at the teacher's option. Notwithstanding 10-2-4, if the teacher specifies on the leave request form that the deduction should be made from personal leave, such days will not be deducted from sick leave. In the years that is necessary for some staff members to have three school days for religious observances, an additional day may be granted upon application to the Superintendent or the Superintendent's representative for approval.
- 6- 6 **School Calendar:** The School Board and the Federation accept the school calendar as set forth in Appendix I.
- 6- 7 **Length of School Day:** The length of the school day for all full-time 38-week staff shall be seven hours and forty minutes. Thirty minutes shall be allowed for lunch which time shall normally be uninterrupted and duty free.
- 6- 8 **Building Hours:** The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building will be designated by the School Board.
- 6- 9 **Additional Activities:** In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the teacher's basic day as is required by the School Board or its designated representative. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities, as determined by the principal, superintendent, or School Board. All teachers are expected to contribute up to eighteen (18) hours per year.
- 6-10 **Vacancies and Postings:**
- 6-10-1 **Vacancy:** A vacancy shall mean an unfilled position within the bargaining unit which the school district elects to fill consisting of eighty (80) or more days of work during the school year, and for which no teacher returning from leave of absence has a claim or wishes to exercise a claim to the position.
- 6-10-2 **Other Vacancy:** In the event the district elects to fill a vacancy for a permanent position outside of the bargaining unit which requires a licensed person, such vacancy shall be brought to the attention of the licensed staff either through a special bulletin or through the **Personnel Report** or **Direct Line**.

6-10-3 School Year Postings: All teaching vacancies or new teaching positions constituting eighty (80) or more days of work per school year shall be posted on a Federation bulletin board in each school for a period of no less than three school days. This shall not apply in cases where teachers on unrequested leave have a right to eighty (80) day positions pursuant to 7-2-8. Licensed staff members may apply for said vacancies or new positions within three (3) school days of the initial posting date. Application shall be in writing in the Personnel Office. The effective date for such openings shall be as described in the posting.

6-10-4 Summer Postings: The district shall send summer postings to all teachers who indicate interest in receiving such notice by filing their names and mailing addresses with the personnel office prior to the last day of the school year for students. These teachers will receive all postings which occur after the last day of school for students and through the end of Transfer Pool 2. Teachers who desire to be informed of vacancies which occur between the close of Transfer Pool 2 and the end of the first week of school for students must complete a special form from the personnel office for this purpose. The form must be received by the Personnel Office by the date that Transfer Pool 2 closes. The district shall make an effort to contact by telephone persons who have properly indicated an interest in receiving information related to vacancies which occur during this time.

6-10-5 Special Education Postings: Learning Disabled (LD), Emotionally Disturbed (ED), Educable Mentally Retarded (EMR). Special education contract vacancies shall be filled in the same manner as are all other vacancies with the following exception: Hourly rate LD teachers will be considered in seniority order for contract LD positions after the closing of Transfer Pool 2 as described in 8-4-9-2. They shall have priority over licensed LD teachers who are currently teaching in another teaching area and who have not been placed on unrequested leave (layoff) but who were not LD licensed at the time they were placed on unrequested leave.

6-11 Teacher Preparation Time: Each teacher will be scheduled for an average of sixty (60) minutes per day planning time free from student contact. When a lyceum or planned school program falls at a time when a teacher is scheduled for planning time, the classroom teacher or the special subject teacher may be required by the administration to attend and supervise students at the program, but in no case shall teachers be required to perform such duty more than twice in a single month, and no more than a total of six (6) times per year.

6-11 Continued

In the elementary schools the administration may set a general staff meeting at times when teachers are scheduled for planning time, but the number of such meetings shall not exceed two (2) per month with a maximum of twelve (12) per year. Classroom teachers shall not be required to engage in student contact more than an average of five (5) hours and ten (10) minutes per day.

- 6-12 **Department Chairperson's Pay:** The pay of department chairpersons shall be shown in Appendix B, Article V.
- 6-13 **Conference Time:** All elementary teachers shall have four (4) days and all kindergarten teachers eight (8) days for parent/teacher conferences. When elementary or secondary teachers are scheduled for conferences, they shall receive a non-duty compensatory day for each two (2) evenings of work in accordance with the approved calendar.
- 6-14 **Performance Improvement Program:** The school district and the Federation have agreed upon a procedure for teacher evaluation which shall be called the Performance Improvement Program (PIP).
- 6-15 **Dismissal and Suspension of Teachers:** Procedures for dismissal and suspension of teachers are contained in M.S. 125.12.
- 6-16 **Outside Tutoring Policy:** Teachers may not tutor for pay any pupil enrolled in District 281 public schools except as they are engaged for home instruction, or as approved by the administration.
- 6-17 **Staff Development:** The district agrees to maintain a Staff Development Program, a component of which will be in-service classes offered for Board credit. The Federation will be entitled to representation on the Staff Development Advisory Council.
- 6-18 **Right of Part-Time Teachers to Return to Full-Time Position:** Part-time teachers, who were at one time full-time teachers in District 281 shall have the right to return to full-time teaching for the subsequent school year by notifying the district Personnel Office on or before February 1.
- 6-19 **Wellness Program and Employee Assistance Program:** The district agrees to maintain an Employee Assistance Program, one component of which will be Wellness. The Federation will be entitled to representation on the District's Employee Assistance Advisory Council.

ARTICLE VII

UNREQUESTED LEAVE, REINSTATEMENT, & SENIORITY

7- 1 Unrequested Leave of Absence

7-1-1 **Purpose:** The purpose of this article is to set forth the plan negotiated pursuant to Minnesota Statute 125.12, Subd. 6a, providing the procedure whereby as many teachers as may be necessary may be proposed for placement on unrequested leave of absence and placed on unrequested leave of absence without pay or fringe benefits because of discontinuance of position, lack of pupils, financial limitations, or mergers of classes caused by consolidation of districts.

7-1-2 **Definitions:** For the purpose of this article, the following shall apply:

7-1-2-1 **Probationary Teacher:** A teacher, in the appropriate bargaining unit, who has not completed the probationary requirements as set forth in Minnesota Statute 125.12, Subd. 3, and as set forth in 12-11.

7-1-2-2 **Continuing Contract Teacher:** Any bargaining unit employee who has complied with the requirements found in Section 7-1-2-1, above, shall be considered a continuing contract teacher.

7-1-2-3 **Teaching Area:** The subject matter area to which a teacher is assigned in which the teacher possesses licensure.

A teacher who is assigned to more than one area of teaching shall be considered to be assigned to the area in which the teacher is teaching more than 0.5 of a full-time equivalency. If a teacher is assigned to 0.5 of a full-time equivalency in each of two areas, the teacher must choose, prior to the publication of the seniority list, one of the teaching areas as the assigned area.

7-1-2-4 **Seniority Date:** A teacher's seniority date shall be defined as the teacher's most recent date of hire by the school district as determined by the date of the letter sent to the teacher by the District Personnel Office stating that the teacher has been hired pending approval of the School Board.

7-1-2-4 Continued

Changes in seniority dates which were adjusted because of length of service, Reduced Load Clause (5-21-4-2 in 1977-79 contract) in the pre-1971-81 Collective Bargaining agreements, and in the changeover of special education hourly teachers to continuing contract teachers, shall stand and not be retroactively corrected. These shall be the only deviations from hire dates permitted in the calculation of seniority rights except for correction of errors, a change of status (7-3-7) or acceptance of a leave (9-1-7).

7-1-3 **Procedures for Placement on Unrequested Leave**

7-1-3-1 **Probationary Teachers:** The School Board may place probationary teachers on unrequested leave from their teaching area and from any other fields to which they are assigned, in the inverse order of their employment.

7-1-3-2 **Continuing Contract Teachers:** The School Board may place continuing contract teachers on unrequested leave from their teaching area and from any other field to which they are assigned, in the inverse order of their employment.

In the case of equal seniority, the order in which continuing contract teachers shall be placed on unrequested leave of absence will be determined by the teacher's file folder number at the State Department of Education. The lower numbers shall be deemed to have more seniority.

7-1-3-3 **Notification:** Teachers proposed to be placed on unrequested leave of absence shall be notified by Certified Mail - Return Receipt Requested - or shall be personally served.

7-1-3-4 **Effect:** Final placement on unrequested leave shall be completed by June 1 of the school year. All unrequested leaves shall become effective on the last contract day of each school year.

7-1-3-5 **Bumping Rights:** Any teacher proposed to be placed on unrequested leave may bump a less senior teacher from all or a portion of a position for which the more senior teacher is licensed.

7-1-4 **Changing Areas of Teaching:** Continuing contract teachers may change teaching areas in the following situations:

1. Bumping rights in accordance with 7-1-3-5.

7-1-4 Continued

2. During building settling by mutual agreement with the building principal.
3. If no teacher remains on unrequested leave (layoff) in that teaching area. For special education contract vacancies, see provisions in Section 6-10-5.

The right to change teaching areas, described in the preceding paragraph, shall hold provided the teacher is licensed in the alternate area, notifies the District 281 Personnel Office with a specified time of receipt of such notice, and has taught in the alternate area of license within the last five (5) years or has taken at least six (6) quarter credits of course work in this area within the last five (5) years.

If the teacher has not, within the last five (5) years, taught or taken course work in the alternate teaching area, the teacher must satisfy this requirement by signing a written statement that provides that the teacher agrees to undertake six (6) quarter hours of graduate or undergraduate course work in the alternate area, to be completed within one school year. The teacher may plan the course work, but prior approval based on appropriateness must be obtained from the Director of Elementary or Secondary Education.

- 7-1-5 **Effect of Provisional License:** No teacher shall be entitled to exercise seniority rights in a teaching area for which the teacher holds only a provisional license, except as provided for in Minnesota Statute 125.12, Subd. 6b (c).
- 7-1-6 **Minority Representation:** To achieve minority representation on the District 281 staff, 7-1-3-2 does not apply to teachers who are members of racial ethnic minority groups, as defined by EEOC ruling, unless the minority proportion of the bargaining unit equals or exceeds the minority proportion of the population in the Twin City metropolitan area. This section shall apply only to minority employees hired prior to July 1, 1979. Minority employees hired on or after July 1, 1979, shall retain exactly the same seniority rights as all other members of the bargaining unit as specified in 7-1-3-2.

7-1-7 **Special Groups:**

- 7-1-7-1 **Science Teachers:** The reduction of staff in all areas of science shall be based upon the teacher's seniority date, using the list entitled "TOTAL SCIENCE". It is understood by the Federation and District 281 that if after the conclusion of Transfer Pool 1 there exists an imbalance between science positions and teachers licensed to fill these positions, the district has the right to do the following:

7-1-7-1-1 Place on unrequested leave at the close of Transfer Pool 1 the least senior science teacher whose removal will assure that the district will not have to employ for the succeeding year more science teachers than are warranted by the positions available.

7-1-7-1-2 Maintain Pool 1 with fewer science teachers than openings until the close of the pool or until a change occurs which allows a return to the pool of a teacher placed on unrequested leave, pursuant to 7-1-2-4, above.

7-1-7-2 **Instructional Assistants:** When the number of instructional assistant positions are reduced, employees forced from such positions shall be placed on an instructional assistant unrequested leave list. Calculations shall be according to 7-1-3, except that names shall remain on the instructional assistant unrequested leave list for a maximum of five years.

7- 2 **Reinstatement:** Teachers placed on unrequested leave of absence shall be reinstated to available positions in the inverse order of seniority as determined by the district seniority list. Reinstated teachers shall have the right to return in subject matter areas or fields in which they are licensed unless they have voluntarily relinquished their right to return in a specific field or subject matter.

7-2-1 No appointment of a new teacher shall be made while there is available on unrequested leave a teacher who is properly licensed to fill such a vacancy.

7-2-2 When practicable, notification of recall shall be by certified delivery mail with Return Receipt Requested.

7-2-3 Normally, any teacher shall have thirty (30) days from date of receipt of notification of recall to advise the district in writing of the intent to accept the offer or the intent to reject the offer.

7-2-4 If a teacher waives the right to reemployment in the position offered, the position shall be offered to the teacher with the next greater seniority, provided that teacher is licensed for the position.

7-2-5 Pending completion of the recall procedure, positions may be filled on a temporary basis.

- 7-2-6 **Full Year, Full-time Position:** Reinstatement for a full year full-time position which is refused by an employee shall constitute a resignation. For the purposes of this paragraph, full year, full-time employment means employment of at least 170 days per year and receipt of salary equivalent to 1.0 times the figure on the salary schedule appropriate for the individual's correct step and lane.
- 7-2-7 **Newly Acquired Areas of Licensure:** Regardless of seniority, licensure acquired while on unrequested leave of absence shall not be used for reinstatement if any other teacher who held appropriate licensure upon placement on unrequested leave of absence claims such position.
- 7-2-8 **Right to Available Positions:** Individuals whose names appear on the unrequested leave list possess reinstatement rights to positions constituting 80 or more working days per year. When hired to these positions, they shall receive a rate of pay based on their proper step and lane. In addition, they may place their names on the District 281 Reserve (substitute) list and accept hourly rate or Reserve positions.
- 7- 3 **Seniority:** The district shall maintain a current seniority list by major license and current teaching area for all teachers. This list will be published annually in February and will be available in all schools each year.
- 7-3-1 The last possible date for filing the license in the District 281 Personnel Office is November 15 of each year in order to have seniority rights to a position in that area of licensure.
- 7-3-2 Any teacher who disagrees with the accuracy of any of the information on the final seniority list shall have fifteen (15) working days to initiate a challenge through the grievance procedure as set forth in this Agreement.
- 7-3-3 **Length of Service:** The length of service for all teachers shall be calculated from the most recent date of hire. Changes in seniority dates which were adjusted because of the length of service, Reduced Load Clause (5-21-4-2 in 1977-79 contract) in the pre-1979-81 Collective Bargaining Agreements, shall stand and not be retroactively corrected. These shall be the only deviations from hire dates permitted in the calculation of seniority rights, except for the correction of errors or a change of status (7-3-7), or acceptance of a leave under 10-1-7.
- 7-3-4 **Seniority List:** A teacher shall be listed on all seniority lists for which the teacher holds a license unless a teacher voluntarily removes his/her name according to 7-3-5.

7-3-5 Voluntary Removal of Name from Seniority List: A teacher may voluntarily remove his/her name from any District 281 seniority list by completing the proper district form and returning this form to the Director of Personnel by January 15, 1986, and thereafter, November 1 of any year. The teacher's name will be removed from the designated seniority list, as posted by the district, and shall continue to be excluded from such list thereafter until replaced by the teacher as outlined below.

The teacher may voluntarily replace his/her name on the designated seniority list by notifying the Director of Personnel November 1 of the calendar year preceding the year the teacher desires to have his/her name replaced on the designated seniority list.

7-3-6 Change of Status to Special Education: If an hourly rate special education teacher is employed on a contract rider as a special education teacher, the teacher shall begin with a length of service from the date of seniority credited to them on the hourly rate special education seniority list, multiplied by .652.

This section shall remain in effect until the end of the 1985-86 school year.

7-3-7 Change of Status to Administration: Any licensed teacher in the bargaining unit who takes a position as an administrator, supervisor, or coordinator within District 281 shall accrue teacher bargaining unit seniority at the rate of .5 years for each full year of service to the district as an administrator, supervisor, or coordinator.

7-3-8 Lead Teachers in Special Education: A separate seniority list shall be maintained for lead teachers in special education.

7-3-9 Medical Leave: Commencing with the leaves granted for the 1977-78 school year, the length of service for those teachers on medical leave shall include up to two years of time spent on medical leave.

7-3-10 Federation and Governmental Leave: Commencing with the leaves granted for the 1977-78 school year, the length of service for those teachers granted Federation leave or governmental leave under 10-1-6 shall include the time spent on Federation or governmental leave.

7- 4 Termination of Rights: A teacher's reinstatement rights shall be terminated based on any of the following events:

1. Voluntary removal by a teacher from a specific seniority list, in accordance with 7-3-5.

7- 4 Continued

2. Resignation.
3. Retirement.
4. Discharge or termination of the teacher.
5. Expiration or revocation of valid teaching license.
6. Refusal or failure to return following recall.

ARTICLE VIII

ASSIGNMENTS AND TRANSFERS

- 8- 1 **Assignments and Transfers:** It may be necessary for the efficiency and well being of the school district to transfer teachers from one school to another. Three types of transfers are stipulated in the working agreement: (1) Administrative; (2) Voluntary; (3) Involuntary.
- 8- 2 **Administrative Transfer:** This is a transfer which is initiated by the administration. Administrative transfers may be made for three reasons: (1) changes in school enrollments which differ from projections made by the administration prior to the operation of the transfer pools. Included in this category are changes in secondary class enrollments which result from actual student registrations; (2) unsatisfactory work on the part of the teacher; and (3) programmatic needs of the district.

- 8-2-1 **Administrative Transfers Due to Changes in School/Class Enrollments:** When transfers between schools are initiated on the basis of changes in school enrollments, or changes in projected secondary class enrollments, the teacher to be transferred shall be that person in the building who possesses the least district-wide seniority, or a teacher in the building at the same elementary grade level or the same secondary area of teaching who voluntarily agrees to the transfer.

At the elementary schools where this procedure would necessitate bumping in the building, the administration may choose to transfer the least senior teacher assigned to the grade level in which a position is to be eliminated rather than the least senior teacher in the building. The least senior teacher, as elsewhere in this Agreement, refers to the teacher possessing the least amount of district-wide seniority.

Transfers due to changes in school/class enrollments shall be initiated by the administration in the following manner:

Secondary transfers shall be initiated on or before the 10th student school day of each semester.

8-2-1 Continued

Elementary transfers shall be initiated on or before the fifth student school day after the following natural breaks: (a) the beginning of the school year for students; (b) parent/teacher conference day in the fall; (c) the end of winter recess.

8-2-2 **Administrative Transfers Due to Unsatisfactory Work on the Part of a Teacher:** Except in unusual circumstances, when transfers are initiated on the basis of unsatisfactory work, the following steps will be taken:

Step 1: The principal shall complete a written evaluation of the teacher and shall make reasonable efforts to assist the teacher to improve performance.

Step 2: If the teacher's work performance remains unsatisfactory, the principal shall notify the teacher in writing, stating the reasons for the principal's dissatisfaction with the teacher's performance. The teacher shall have ten (10) teaching days in which to respond in writing to the principal's notice. A copy of the notice shall be sent to the elementary or secondary assistant superintendent or director and the personnel director who may offer in writing further corrective steps to be taken by the teacher after consultation with the teacher and the principal.

Step 3. After notice has been given to the teacher, and after corrective steps have been attempted, if the teacher's work does not improve to the satisfaction of the principal and appropriate administrator, and if in the judgment of the appropriate administrator a change in placement and assignment indicates a possibility for satisfactory work, a transfer to another building may be made before the end of the school year normally to become effective at the beginning of the next school year.

Step 4. The receiving principal shall be informed within a reasonable time in advance of the teacher transfer and shall be informed of the steps taken or to be taken in attempting to assist the teacher to make a satisfactory adjustment.

8-2-3 **Administrative Transfers Due to Programmatic Needs of the District:** Transfers may be initiated on the basis of programmatic needs when: (1) the course offering is required by the State Department of Education rules and/or regulations; (2) the course offering is an elective and the offering is retained by the administration in the building curriculum; (3) there exists a serious imbalance in the ratio of male/female teachers in physical education within a particular school so that student locker room supervision cannot be provided by a teacher of the same sex based on current staffing.

8-2-3-1 Preservation of Course Offerings: The district may implement an administrative transfer for reasons one or two listed in 8-2-3 when in a particular building there is not available a teacher qualified by licensure and background/experience to teach a particular course. When such a transfer is implemented, the district shall transfer from the school and department the least senior teacher who possesses the licensure to teach the course but not the background/experience.

The teacher to be transferred into the building shall be a teacher in the district who possesses both the licensure and background/experience to teach the course and whose teaching area is the same as that in which the course is listed. Before such a transfer takes place the administration shall make an effort to obtain agreement from a teacher in another building to voluntarily transfer into the building where the course would otherwise be discontinued.

8-2-3-2 Supervision of Locker Rooms: The district may implement an administrative transfer for reason 3 listed in 8-2-3 under the following circumstance: in a particular building there exists an imbalance of male and female physical education teachers which seriously affects the district ability to provide teacher supervision in either the boys or girls locker room. When such a transfer is implemented, the district shall transfer from the school and physical education department the least senior physical education teacher whose transfer resolves the problem. The teacher to be transferred into the building shall be a physical education teacher who teaches in another building. Before such a transfer takes place the administration shall make an effort to resolve the problems through voluntary efforts at the building level in which the problem exists.

8- 3 Voluntary Transfers: This is a transfer which is initiated by a teacher who wishes to change building assignments. Voluntary transfers are of three types: (1) Voluntary transfers effective for the current school year; (2) Voluntary transfers effective for the ensuing school year; (3) Voluntary transfers involving a position exchange.

8-3-1 Voluntary Transfers Effective for the Current School Year: This is a transfer initiated by a staff member who wishes to change building assignments during the current school year. Such requests shall be made in writing to the personnel director, who shall, in turn, notify the appropriate building principals and assistant superintendent or director. Teachers who initiate voluntary transfers pursuant to this section, who

8-3-1 Continued

possess greater seniority rights than teachers on unrequested leave (layoff), and whose voluntary transfer is approved by the Personnel Office, shall have precedence over members of the bargaining unit who are on unrequested leave (layoff). This policy in its entirety shall be in effect from the beginning of the second week of school for students up to the date Transfer Pool 1 begins. Voluntary transfers effective for the current school year must be approved by the building principals, Director of Elementary or Secondary, and the Personnel Director.

8-3-2 Voluntary Transfers Effective for the Ensuing School Year:

This is a transfer initiated by a teacher who wishes to change building assignments for the ensuing school year. By completing the proper form and submitting it by the proper deadline, the teacher shall be able to place his/her name in Transfer Pool 1. This action does not require the teacher to give up his/her present position, nor is the teacher's position placed in Transfer Pool 1.

If the teacher wishing to transfer finds no satisfactory position during the period of Transfer Pool 1, the teacher may place his/her name in Transfer Pool 2, or retain the position currently held. If and when a teacher submits his/her name for placement in Transfer Pool 2, the teacher gives up his/her current position which is placed in Transfer Pool 2.

8-3-3 Voluntary Transfers Involving a Position Exchange: This is a transfer initiated by a teacher who wishes to exchange with another teacher his/her assignment for one in a different building, and/or different area of licensure. Applications for exchanges of assignments for the ensuing school year must be submitted to the Personnel Director prior to February 1. Proper license for the new assignment is required and the provisions of paragraph 4, 7-1-4 shall apply. Approval for the exchange of positions between two teachers is for one school year. Agreement to continue the exchange beyond one school year requires annual application. Seniority and building rights are retained, but only in the area of teaching and building to which the teacher was assigned prior to the exchange.

8-3-4 Building Settling: During the building settling period, teachers may change areas of teaching by mutual agreement with the principal. (See 7-1-4 for definition of teaching area.) This right to change areas of teaching during the building settling period has the same restrictions as regards recent teaching experience or training as specified in 7-1-4.

A full-time teacher assigned to more than one building is considered assigned to that building which is the largest portion of their total assignment. If the largest portions are

8-3-4 Continued

equal, among and between buildings, the teacher must designate which of their buildings is to be their assigned building for the school year by October 1 of the school year. This does not apply to part-time teachers even if the teacher possesses the right to retain a full-time position as outlined in 6-18.

8- 4 **Involuntary Transfers:**

- 8-4-1 **Definition:** This is a transfer necessitated by reduction of staff whereby a teacher must be transferred to another position in another building. Such transfer out of the building shall be made on the basis of district-wide seniority except as outlined in 8-4-11 and 8-4-12. Such transfers occur after the shifting of assignments has been completed in the building.
- 8-4-2 **Shifting Assignments:** Shifting assignments within a building and/or department shall be made by the building principal following consultation with the RFT chief building representative and the parties involved before any vacancies are openly declared. Such intra-building distribution known as building settling shall be accomplished on a date set annually by the School Board upon recommendation of the Educational Policies Committee.
- 8-4-3 **Names Placed in Pools:** Teachers involved in involuntary transfers shall have their names placed in Transfer Pool 1. If the teacher involuntarily transferred does not secure a position during the period of this pool, the teacher's name is automatically placed in Transfer Pool 2. All transfers made during the period of Transfer Pool 2 shall be based on district wide seniority in the teacher's area of teaching.
- 8-4-4 **No Bumping:** No bumping (domino effect) shall be allowed on the part of any teacher. That is, no teacher may automatically elect to take the position of another teacher with similar licensure and area of teaching who may have less seniority in the district.
- 8-4-5 **Transfers Prior to First Posting of Transfer Pool 1:** Transfers may be made whenever there is a group of teachers from the same grade level, building, subject area, or department who mutually agree on building assignments, with the consent of the building principals and the personnel office prior to the first posting of Transfer Pool 1.
- 8-4-6 **Postings:** All district vacancies still unfilled after the shifting of assignments within a building shall be posted on the RFT bulletin boards in each building. The effective date of the first postings of the two transfer pools will be set annually by the School Board upon recommendation of the Educational Policies Committee.

8-4-7 Transfer Pools: There shall be two transfer pools. The first pool to begin in a contract year shall be entitled Transfer Pool 1, and the second pool to begin in a contract year shall be entitled Transfer Pool 2. Teachers wishing to voluntarily transfer for the ensuing school year may place their names in either of the two pools. Teachers involved in involuntary transfers shall have their names placed in Transfer Pool 1 and if a position is not secured during the period of the first pool shall have their names placed in Transfer Pool 2. During the time their names are in either of the pools, teachers shall continue to be employees of Independent School District 281. These policies shall in no way affect internal building or departmental assignments.

8-4-7-1 Transfer Pool 1: Transfer Pool 1 will contain the names of the following:

- (1) Teachers involuntarily transferred as described in 8-4.
- (2) Teachers voluntarily seeking a transfer effective for the ensuing school years, as described in 8-3.
- (3) Teachers returning from a leave of absence. Teachers returning from approved exchange teaching situations will not have their names placed in Transfer Pool 1, nor will those returning from sabbatical leaves have their name in this pool, except as outlined in 10-2-1-7.

8-4-7-2 Transfer Pool 2: Transfer Pool 2 will contain the names of the following:

- (1) Teachers involuntarily transferred and teachers returning from leaves (except from sabbatical and exchange teaching) who did not obtain a position during the period of Transfer Pool 1.
- (2) Teachers voluntarily seeking a transfer effective for the ensuing school year. Assignments for teachers whose names are in Transfer Pool 2 are determined on the basis of seniority and area of teaching.

8-4-8 Closing of Transfer Pool 2: The Transfer Pool 2 shall close at 4:00 p.m. on the last Friday in July.

8-4-9 Transfers Which Occur After the Close of Transfer Pool 2:

8-4-9-1 Assignment to Positions: Teachers whose names are in Transfer Pool 2 and who did not select a position by the close of Transfer Pool 2 may be assigned to an existing vacancy by the Personnel Office.

8-4-9-2 New Vacancies: Teachers who have completed and submitted the form specified in 6-10-4 shall have seniority rights to new vacancies which occur after the close of Transfer Pool 2 and before the second week of school for students.

8-4-10 Time Limits: Decisions of all teachers in Transfer Pool 2 which concern building assignments must be made within two (2) school days from the date that the specified positions are posted. Selection of teachers for such assignments shall be based on district seniority and area of teaching. District 281 Personnel Office shall notify each involved teacher of positions and the teacher's seniority status by letter. The involved teachers must notify the personnel office in writing of the teacher's decision within the two (2) school day time limit.

Such decision as stated above shall become final with the exception of other decisions which may be made later in the spring or summer as the result of the voluntary transfers into new positions which become available. This procedure would be related to policy on summer postings as stated in 6-10-4 of the Collective Bargaining Agreement.

A teacher may voluntarily join Transfer Pool 2 by notifying the personnel director in writing. A teacher who chooses to join Transfer Pool 2 automatically gives up the teacher's building assignment.

8-4-11 Involuntary Transfers -- Application to Elementary School: When it is necessary to reduce the number of teaching assignments in an elementary building and transfer a teacher out of that building because of declining enrollments, the teacher transferred shall be that teacher in that building who possesses the least seniority in the district. Such teachers shall have their names placed in Transfer Pool 1 and, thereafter if necessary, in Transfer Pool 2 as outlined in 8-3-7. This shall be true unless another teacher in that building shall volunteer to leave in order to facilitate the staff reduction. In that case, the volunteering teacher shall be placed in Transfer Pool 1. No building or grade level seniority shall be considered in administering involuntary transfers except in the case of identical seniority within the district. Should a situation arise in which two teachers have identical district-wide seniority, seniority within the building shall be observed. If two teachers have identical district-wide seniority and building seniority, the decision of who will transfer shall then be by lot.

8-4-12 Involuntary Transfers - Application to Secondary Schools:

8-4-12-1 District Seniority: District seniority shall apply in the teacher's area of teaching.

8-4-12-2 Secondary Department Transfers: When it becomes necessary to reduce the number of teaching assignments in a secondary department and thus transfer a teacher out of that department because of declining enrollment, the teacher transferred shall be that teacher in that department who possesses the least district-wide seniority in the teaching area involved. Such teachers shall have their names placed in Transfer Pool 1 and, thereafter, if necessary, in Transfer Pool 2 as outlined in 8-4-7.

This shall be true unless another teacher in that department shall volunteer to leave in order to facilitate the staff reduction. In that case, the volunteering teacher's name shall be placed in the Transfer Pool 1.

Should a situation arise in which two teachers have identical district-wide and departmental seniority, the decision of who will transfer shall then be by lot.

8-4-12-3 Special Application to Science Teachers: The Federation and the School District understand that if after building settling there exists in a building an imbalance between science positions and teachers licensed to fill these positions, the principal may displace from the building the least senior science teacher whose displacement will permit a balance to take place between positions and teachers licensed to fill these positions. It is understood that this act of balancing will create an opening in the building.

ARTICLE IX

DISCIPLINE

9- 1 Levels of Discipline: The following disciplinary actions may be imposed by the district for good and sufficient grounds:

- a. Oral reprimand;
- b. Written reprimand;
- c. Administrative transfer in accordance with 8-2-2;
- d. Withholding of a salary increase or increment;
- e. Suspension without pay;
- f. Discharge in accordance with 9-6.

- 9- 2 **Meeting at Which Disciplinary Action is Taken:** Disciplinary action taken pursuant to this Article shall be administered at a meeting called for such purpose. The teacher shall receive written or oral notice of the meeting and except in the case of an oral reprimand, shall be entitled to Federation representation. In unusual circumstances, when warranted, disciplinary action may be taken immediately by the administration. In such situations, a meeting will be scheduled thereafter when practicable to discuss the matter with the employee.
- 9- 3 **Notice:** Except in the case of an oral reprimand, the affected teacher and the Federation shall be provided a written copy of the disciplinary action imposed.
- 9- 4 **Appeal to Grievance Procedure:** Except as noted in Section 9-5 below, disciplinary action taken pursuant to this Article may be appealed to the grievance procedure as contained in Article V of this Agreement. Except in the case of a written reprimand, grievances shall be initiated at Step III and shall be subject to the arbitration provisions of the grievance procedure.
- 9- 5 **Reprimands:** Oral reprimands shall not be subject to the grievance procedure. Written reprimands, under normal circumstances, shall be presented to a teacher in person at a meeting called for this purpose. The teacher shall be requested to sign a copy of the reprimand to be filed in the teacher's personnel file with the understanding that this means that the teacher has read the reprimand, but not that the teacher necessarily agrees with its contents or accuracy. If a teacher refuses to sign the reprimand, it may be placed in the teacher's personnel file by the administration with a notation indicating the date the meeting was held to review the reprimand and the fact that the teacher refused to sign the copy placed in the file. The teacher shall be afforded up to 14 calendar days to respond in writing to the reprimand and the teacher's response shall be attached to the file copy of the reprimand.
- 9- 6 **Discharge:** Procedures governing discharge are those provided under Minnesota Statute <125.12 (1982), as amended. Nothing in this Article shall limit the right or obligation of the parties with respect to immediate discharge under Minnesota Statute <125.12, Subd. 8.
- 9- 7 **Nonapplication of Performance Improvement Program Instruments:** No instrument used in the District's Performance Improvement Program shall be applied in conjunction with this Article.

ARTICLE X

LEAVES OF ABSENCE

1 Leaves of Absence Without Pay:

10-1-1 Military Leaves:

10-1-1-1 **Involuntary Service:** Faculty members involuntarily called for military service shall receive credit for experience and seniority as if they had been on staff.

10-1-1-2 **Reserve Service:** Any teacher who is a member of a reserve component of the Armed Forces who is required to perform active, full-time duty shall be granted leave from the teacher's teaching duties for such purpose.

10-1-1-3 **Physical Handicaps:** Every effort will be made to place returning teachers with physical handicaps.

10-1-2 **Childcare Leave:** Childcare leave will be granted because of the need to prepare and provide parental care to a natural born or adopted child or children. In the case of natural birth, childcare leave may be utilized separately or in conjunction with pregnancy related disability described in 10-1-2-3-4.

10-1-2-1 **Initiation of Leave:** A teacher making application for childcare leave shall submit a written request to the Director of Personnel at least two (2) calendar months before commencement of the intended leave. A pregnant teacher will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

The School District may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break, or quarter break, end of a grading period, end of the school year, or the like.

10-1-2-2 **Return:** The anticipated date of return shall be stipulated at the time leave is requested. In stating beginning and returning dates, teachers shall keep in mind the importance of continuity of instruction. The return date may be changed at a later time by mutual agreement of the teacher and the Director of Personnel. Upon return the teacher shall be assigned the position previously held by seniority and license or a comparable position.

10-1-2-3 **Length of Leave:** Each maternity leave shall not exceed two (2) full school years. The school year in which the leave begins is to be counted as one of the two years. Teachers on maternity leave may apply for an additional year of leave under 10-1-7-3.

10-1-2-4 **Failure to Return:** Failure of the teacher to return pursuant to the dates determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave. This provision does not apply to an initial twelve month leave.

10-1-2-5 **Probationary Teachers:** The time a teacher spends on childcare leave shall not be counted in determining the completion of the teacher's probationary period.

10-1-2-6 **Sick Leave Benefits:** Pregnancy-related disability shall be treated the same as any other disability. At the teacher's discretion the provisions of this section may be utilized separately or in conjunction with the childcare leave provisions described in 10-1-2. The sick leave provisions described in 10-2-2 shall be available for pregnancy related disability.

A licensed physician's statement, submitted at the time a pregnant teacher requests sick leave benefits, will determine a reasonable period of time in which the patient is judged by medical criteria to be unable to perform employment responsibilities.

The individual in question may choose not to use the sick leave provision in Section 10-2-2, in which case the individual would have the right to request a leave of absence as provided in this section.

A teacher may choose to use a combination of sick leave for a reasonable length of time as determined by a licensed physician's statement and leave of absence for a further extended period of time.

10-1-3 **Federal Programs:** Teachers enlisting or participating in Federal programs may be granted leaves of absence of up to two years with credit for these years of experience on the salary schedule and seniority lists. Teachers who elect to take a year or more of leave to teach in another school district in this country, or abroad, aside from experiences in Federal programs set forth above, shall receive no credit for those years of experience on the District 281 salary schedule or the seniority list.

- 10-1-4 **Part-Time Teaching Provision for Teachers with 20 or More Years of Allowable Minnesota TRA Service:** The district may, at its discretion, grant such leaves in accordance with Minnesota Statute 354.66. Teachers granted such leave shall be solely responsible for all retirement contributions. Approval of the teacher's principal or immediate supervisor and the Personnel Office is required. Applications for this type of part-time employment must be received by the District Personnel Office no later than February 1 of the school year prior to that which it would apply. Exceptions to the February 1 deadline may be granted by the school district at its discretion.
- 10-1-5 **Extended Leaves of Absence:** The district may, at its discretion, grant extended leaves of absence consistent with Minnesota Statute 125.60. Teachers granted such leaves shall be solely responsible for all retirement contributions. Approval of the Personnel Office is required. Applications for extended leaves must be received by the District Personnel Office no later than February 1 of the school year prior to that which it would apply. Exceptions to the February 1 deadline may be granted by the school district at its discretion.
- 10-1-6 **Federation or Government Services:** Leaves will be granted for teachers who apply for such leave because they are elected or appointed to perform service for the Federation or who are elected to a state or federal office in government. The leave shall extend for the entire time needed to complete the assignment and teachers granted such a leave shall retain their original date of hire.
- 10-1-7 **Other Leaves of Absence Without Pay:**
- 10-1-7-1 **Purpose:** Leaves of absence without pay will be considered for the following purposes: study, teaching in a foreign country, accompanying spouse on temporary assignment out of the area, rest, travel, recuperation, or other purposes approved by the School Board.
 - 10-1-7-2 **Tenure Requirements:** A minimum of three consecutive years of teaching in the district shall be required to qualify for a leave of absence without pay under Section 10-1-7.
 - 10-1-7-3 **Length of Leaves:** The duration of these leaves without pay shall be for one year. Normally, the School Board will grant one leave per teacher every five years.
 - 10-1-7-4 **Seniority:** Teachers who are granted a leave under Section 10-1-7 do not accrue seniority for the time of the leave.

10-1-8 Medical Leave: A teacher may request in writing to be placed on medical leave. Teachers granted such leave shall continue to accrue seniority in accordance with Section 7-21-4-5.

10-2 Leaves of Absence With Pay:

10-2-1 Sabbatical Leaves: The School Board will grant a number of sabbatical leaves which is equal to .8 of one (1%) percent of the number of fulltime equivalencies (FTE's) included in the teachers' bargaining unit provided the program submitted by each applicant meets the criteria established by the Educational Policies Committee and administered by the Sabbatical Leave Committee.

10-2-1-1 Qualifications: Teachers shall be eligible for sabbatical leave after each seven consecutive years of teaching in District 281. Time spent on authorized leaves of absence neither contributes to nor interrupts the accumulation of consecutive years of teaching.

10-2-1-2 Time to Apply: Applications for sabbatical leave must be made on forms available in the office of the superintendent on or before February 1. Successful applicants will be notified on or before April 1.

10-2-1-3 Salary: The sabbatical salary for a teacher with seven to 10 years of experience in District 281 shall be 50 percent and a teacher with 10 or more years 60 percent of the salary to which the teacher would be entitled for full-time work during the sabbatical year payable on the regular payroll schedule. Upon request from the teacher on sabbatical at 50 percent of the salary, the School Board will pay 75 percent of the teacher's regular salary during the sabbatical year. The year following the sabbatical, 25 percent of the previous year's salary will be deducted from the teacher's regular salary. Upon request from a teacher on sabbatical leave at 60 percent of salary, the School Board will pay 80 percent of the teacher's regular salary during the sabbatical year. The year following sabbatical, 20 percent of the previous year's salary will be deducted from the teacher's regular salary.

10-2-1-4 Requirements: (1) The teacher will undertake a program which is designed to help the teacher better perform the teacher's professional duties upon return, (2) the teacher with less than an MA degree must have been accepted in a graduate school and have attained at least a BA degree; (3) the teacher must submit for approval a summary of plans for study, research, and/c

10-2-1-4 (continued)

travel; (4) if a sabbatical leave is granted solely for study, the recipient will earn a minimum of 30 quarter hours during the sabbatical year and one summer or equal work by writing a thesis or other work as approved by the teacher's graduate advisor and the superintendent.

10-2-1-5 **Supplemental Compensation:** The teachers on sabbatical leave may augment their sabbatical salary with aides, fellowships, scholarships, or other stipends up to an amount which when added to the sabbatical salary will not exceed the amount of their basic salary.

10-2-1-6 **Return Requirement:** The teacher must agree to serve as assigned in District 281 schools for two years after the sabbatical leave or repay to the District all compensation and fringe benefits received from this district while on sabbatical leave within a period of two years.

10-2-1-7 **Return Privileges:** A teacher returning from sabbatical leave shall have the right to return to the same building and position vacated with the provisions that (1) the building is still open; and (2) the teacher is entitled to the position by seniority date. The teacher shall notify the Personnel Office by December 1 of the intent to return to the original position. If the number of teachers in a building department or elementary grade level from which a teacher is granted a sabbatical leave is reduced effective for the year the teacher is scheduled to return, the teacher in that building department or elementary grade level to be transferred out of the building would be the one who transferred in during the year the teacher was on sabbatical leave.

10-2-2 **Sick Leave:** Sick leave of 10 days will be granted for each school year and shall accumulate without limit. All absences pertaining to illness, medical, or dental appointments shall be deducted from sick leave.

10-2-2-1 **Critical Illness:** Five days of sick leave may be used by a teacher for critical illness or surgery in the immediate family which shall be defined as spouse, child, parent, and legal guardian. Requests to have such leaves deducted from sick leave are to be directed through the principal's office to Personnel Office. All leaves will be deducted from salary unless approved by the Personnel Administrator.

10-2-2-2 **Sick Leave Pool:** The School Board agrees to maintain a sick leave pool. Sick leave pool by-laws will appear in the Faculty Manual.

10-2-3 **Bereavement Leave:** A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death in the teacher's immediate family, which shall be defined as spouse, child, parent, or legal guardian.

Up to three (3) days shall be granted because of death in the family, which shall be defined as sister, brother, parent-in-law, son or daughter-in-law, grandparents, and grandchildren.

In addition to the leave specified in this section, teachers may use up to three (3) days personal leave for death.

10-2-4 **Personal Leave:** Each teacher shall be granted up to three (3) days of personal leave per year without salary deduction. Each day used for personal leave will be deducted from sick leave.

Personal leave shall be granted for the following reasons only:

1. Attendance at the funeral of a close friend.
2. Attendance at the funeral of a relative NOT in the immediate family. (Requests for attendance at the funeral of the immediate family should be submitted on the form entitled, Family Emergency Leave Application.)
3. Legal obligations which cannot be consummated outside of school hours and which are not related to a second source of income. These shall be limited to hearing appearances required by a Court or other county, state, or federal agencies, a house closing or the settlement of an estate in the immediate family. (Definition of immediate family: spouse, child, or parent). A teacher who is appointed an executor of a Will leave under this section.
4. Attendance at a non-district event at which the teacher will be receiving a unique or special personal award.
5. Attendance at the college graduation or wedding of members of the immediate family. (Definition of immediate family: spouse, child, or parent).
6. Job interviews for teachers who have received unrequested leave notices and who are interviewing for a full-time job.
7. Home emergencies such as flooded basements, fires and storm damage. (Minor problems are not included, e.g., stove repairs.
8. Attendance at events involving children who have reached a state, national, international level of competition or performance. (Maximum one day per year.)
9. Special examinations administered during working hours by a university or college in connection with a degree program.

10-2-4 (continued)

10. A schedule change by a common carrier due to unforeseen circumstances.
11. Enrollment of children in kindergarten. (Maximum one day per child.)
12. Enrollment or registration of children in college. (Other activities are not included, e.g., parent days, transportation to or from college. (Maximum one day per child.)
13. Religious Holidays. (See Section 6-5)
14. Inclement weather, where the main avenue of travel is closed by the state highway department or where travel by automobile is otherwise impossible. This provision does not cover a teacher who is traveling from a residence or within the seven-county metropolitan area. A travel advisory or warning is not sufficient to establish that travel is impossible.

The Following Situations Are Not Covered Under Personal Leave:

1. Absence connected with a second income.
2. Absence involving personal recreation, social activities, or attendance at a convention or meeting with a spouse.
3. Interviews and examinations for employment other than that approved in number 6 above.
4. Critical illness, medical and dental appointments covered under sick leave.

The number of personal leave requests approved for any one school day shall not exceed the number equal to one percent of the total licensed staff. Request for such leave must normally be submitted at least three school days in advance to the Personnel Office.

10-2-5 Professional Leave: Professional leave may be granted to teachers to attend meetings, seminars, school visitation, etc., for the purpose of improving the educational proficiency of the teacher. Requests for such leaves must normally be submitted at least one week in advance to the office of the superintendent.

10-3 General Rules Governing Leaves of Absence:

10-3-1 Reassignment: Teachers returning from any authorized leave shall have the option of returning to the same or a similar staff position and station, if so qualified by seniority and license. (See Section 10-2-1-7 for Return Privileges of Teachers on Sabbatical Leave.)

10-3-2 Benefits on Paid Leave: The School Board shall pay proportionate premiums for benefits which accrue to any teacher on leave with pay.

10-3-3 Benefits on Unpaid Leave: The Board shall allow the teacher to continue participation in benefit programs at no cost to the school district while the teacher is on leave without pay unless prohibited by Minnesota statutes or by the agency or company involved.

ARTICLE XI

COMMUNICATIONS

- 11-1 Non-contractual Grievances:** A non-contractual grievance shall mean an alleged misapplication, misinterpretation, or violation of policy or practice governing or affecting licensed teachers which does not meet the definition of a grievance as set forth in items 5-1 of this Agreement and, therefore, cannot be processed under Article V. The grievance procedure outlined in Article V of this Agreement shall apply to grievances filed under 11-1-1, except no hearing shall proceed beyond Level IV, and the School Board or a subcommittee of the Board shall hear all non-contractual grievances appealed to Level IV.
- 11-2 Educational Policy:** The School Board and the Federation shall jointly maintain an Educational Policies Committee for the purpose of discussing educational policies and conditions of teacher employment not specifically regulated in this Agreement. Any committee recommendations shall be forwarded to the superintendent, the School Board, and the Federation. Educational Policy Committee guidelines are found in the teacher's handbook.
- 11-3 Building Communications:** The principals' committee and the Federation's building committee shall consist of a maximum of three members each in each school building and will meet, if requested by either party, once a month during the school year for the purpose of discussing working conditions and the implementation of the Agreement. The meeting may include additional resource persons when mutually agreed upon by both parties. Any recommendations of the parties shall be forwarded to the superintendent of schools and the Federation. This committee will be advisory only. The agenda shall be mutually established prior to the meeting. Minutes will be kept, and such minutes will be approved by both parties.
- 11-4 Professional Committee:** The Federation and the district agree to establish a Professional Committee for the purpose of discussing and exchanging ideas on professional matters including career ladders, school effectiveness, teacher effectiveness, and teacher professionalism in School District 281. The Committee will consist of five administrators appointed by the Superintendent and five teachers appointed by the President of the RFT.

ARTICLE XII

BASIC SCHEDULES AND RATES OF PAY

12-1 Classification of Staff:

- 12-1-1 **Regular Teachers:** All regular teachers plus librarians, therapists, nurses and instructional assistants come under the salary schedule and are assigned to 38 weeks of service.
- 12-1-2 **More Than 38-week Teachers:** Those assigned to contracts for longer terms are paid by formula or prorated salaries based on the salary schedule.
- 12-1-3 **Reduced Load (Part-time Teachers):** Those teachers employed for a time period less than 1.000 of a full time teacher shall be assigned a contract on which the pay shall be prorated from the regular salary schedule listed in Appendix A.
- 12-1-4 **Summer School Teachers:** See Appendix C.
- 12-1-5 **Reserve Teachers:** See Appendix D.
- 12-1-6 **Creative Play Teachers:** See Appendix E.
- 12-1-7 **Adventure Club Teachers:** See Appendix F.
- 12-1-8 **Parent-Child Center Teachers:** See Appendix G.
- 12-1-9 **Adult Basic/Continuing Education (AB/CE) Teachers:** See Appendix H.
- 12-1-10 **Hourly Rate LD:** See Appendix J.
- 12-1-11 **Off-Campus Teachers:** See Appendix J.
- 12-1-12 **Hourly Rate LEP Teachers:** See Appendix J.

12-2 **Salary Schedule:** The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the 1985-86 and 1986-87 school years.

12-3 **Extra-curricular Salary Schedules:** The wages and salaries reflected in the extra-curricular schedule, marked Appendix B, shall be a part of this Agreement for the 1985-86 and 1986-87 school years.

12-4 **Status of Salary Schedule:** Upon expiration of this Agreement, the salary schedules contained herein shall have no force and effect and shall not be construed as a part of a teacher's continuing contract.

12-5 Schedule of Payments and Payment Practices:

12-5-1 **Number of Payments:** Teachers may select one of the following options.

- a. Their annual salary will be payable in 26 equal installments.

Their annual salary will be payable in 20 equal installments of $1/26$ the annual salary each and one final payment to balance the contract.

- b. Their annual salary will be payable in 21 equal installments.

12-5-2 **Selection:** Such selection must be made in writing before August 15 of any school year and shall remain in force year after year unless changed in writing by the teacher. New teachers shall select their options at the time of signing their contract.

12-5-3 **Paydays:** All salary payments to 38, 40 and 42 week teaching staff members shall begin the second Friday after they report for their duties and will be paid bi-weekly afterwards. All teachers on more than 38 week assignments will be paid at regular bi-weekly intervals to coincide with the regular payroll dates.

12-5-4 **Effect of Holidays and Recesses:** When the date for regular salary payment occurs on a holiday or recess, salary checks shall be paid on the school day nearest to the date for regular salary payment.

12-5-5 **Payment Location:** Salary checks shall be sent to the building in which the teacher works. Itinerant teachers may arrange to have their checks delivered to a school which is convenient to them. Substitute teachers shall have their checks mailed to them in time so that they may receive their checks on the same day as other staff members.

Beginning January 1, 1979, teachers may choose to have their checks deposited directly to their financial institution, provided 20 percent of the unit apply for this option by December 1, 1978, and computer capability is available.

12-6 Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

12-6-1 Change of Training Level: The time for salary adjustments for change of training level will be September 1 and February 1 of a given school year. Any teacher with a bachelor's degree or above qualifying for a change of training level shall transfer at the same step on the salary schedule. A written request for change of training level with a transcript of credits earned shall be in the office of the superintendent by September 1 or February 1. The superintendent will audit all such requests and make recommendation for approval by the School Board at the next regular meeting. Any change of training level must be justified by having at least one-half of the applicable credits earned at an accredited college or university. The other one-half credits may be local in-service credit.

12-6-2 Advanced Degree Program: Credits used toward advancement on the salary schedule must be earned by the teacher completing courses related to the teacher's professional expertise or as a part of a definite career plan in the field of education.

12-6-3 Credits: Credit for in-service courses offered by other school districts and approved in advance will be assigned credit on the same basis as District 281 in-service courses.

12-7 Career Increments: Career increments will be paid to teachers who meet the following requirements:

a. After 15 years of consecutive teaching in District 281.	<u>BA-BA+45</u> \$200	<u>BA+60-Ph.D</u> \$250
b. After 18 years of consecutive teaching in District 281.	\$200	\$250
c. After 21 years of consecutive teaching in District 281.	\$200	\$250
d. After 24 years of consecutive teaching in District 281.	\$200	\$250

12-8 Outside Experience: Teachers accepting initial employment in District 281 shall receive credit on the salary schedule for up to a maximum of six (6) years of approved outside experience. In instances where an individual teacher agrees to an initial step placement below the maximum available to the teacher, such acceptance will be noted on the teacher's contract and the Federation will be notified. The district reserves the right to place new teachers on a higher level of the salary schedule than previous experience would warrant.

- 12-9 **Resignation and Reappointment:** A teacher who resigns from the district and subsequently is reappointed shall be placed on the salary step one above that which they held at the time of resignation, provided the teacher's last year of employment was a full year (170 days as specified in 7-2-6).
- 12-10 **Credit for In-district Experience:**
- 12-10-1 **One-half Increment:** One-half increment will be granted to a teacher on contract who teaches not fewer than eighty (80) or more than 139 days. A full increment will be granted to a teacher on contract who teaches more than 139 days.
- 12-10-2 **Substitute Experience:** A substitute teacher in District 281 hired as a regular teacher shall be granted one year of salary credit for each 175 days of prior substitute service in District 281, provided such substitute service was performed during the period of two (2) years immediately prior to the appointment.
- 12-11 **Probation:** The first three (3) consecutive years of a teacher's first teaching experience in school District 281 shall be deemed to be a probationary period of employment. If a teacher has performed at least three (3) consecutive years of teaching in a single Minnesota school district other than School District 281, the probationary period thereafter in District 281 shall be one (1) year.
- 12-12 **Training Level Qualifications:** Training beyond high school graduation is interpreted as follows:
- 12-12-1 **Bachelor's Degree:** Requires the completion of a four-year course at an accredited teacher-training institution with the granting of a bachelor's degree.
- 12-12-2 **Bachelor's Degree Plus 15 Quarter Credits:** Requires that the 15 credits have all been earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Eight hours must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.
- 12-12-3 **Bachelor's Degree Plus 30 Quarter Credits:** Requires that the 30 credits have all been earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Fifteen credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.

12-12-4 Bachelor's Degree Plus 45 Quarter Credits: Requires that the 45 credits have all been earned after receiving the bachelor's degree (or credits which qualified the person for a teaching license). Twenty-three (23) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit.

12-12-5 Master's or Bachelor's Degree Plus 60 Quarter Credits: Requires that 60 credits must be earned after receiving the Bachelor's degree (or credits which qualified the person for a teaching license). Thirty (30) of such credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit. The master's degree shall be granted by an accredited graduate school.

12-12-6 Master's Degree Plus 15 Quarter Credits: Requires that the 15 credits must be earned after receiving the master's degree. Eight (8) of such credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate to one graduate credit.

12-12-7 Master's Degree Plus 30 Quarter Credits: Requires that 30 credits must be earned after receiving the master's degree. Fifteen (15) of such credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate to one graduate credit.

12-12-8 Master's Degree Plus 45 Quarter Credits: Requires that the 45 credits must be earned after receiving the master's degree. Twenty-three (23) of such credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate to one graduate credit.

12-12-9 Specialist Degree or Master's Degree Plus 60 Quarter Credits: Requires that 60 credits must be earned after receiving the master's degree, with exception of graduate work for master's degree in social work. Thirty (30) credits must be graduate level. The remaining credits may be approved undergraduate credits applied on a ratio of 1.5 undergraduate credits to one graduate credit. The specialist degree must be granted by an accredited graduate school.

12-12-10 Doctor's Degree: Requires the granting of a doctor's degree by an accredited graduate school.

12-13 Summer School: All provisions in this section applicable to summer school will be printed in Appendix C.

12-14 Severance Pay: The purpose of the severance pay program in School District 281 is to reward teachers for full-time service rendered over a long period of time and to provide an incentive for teachers to retire prior to age 65.

12-14-1 Eligibility: To qualify for severance pay, the teacher must:

12-14-1-1 Be at least 55 years of age, but less than 65 years of age, on June 30 of the school year in which the teacher's retirement becomes effective;

12-14-1-2 Have completed fifteen (15) or more years of full-time teaching service in School District 281 on June 30 of the school year in which the teacher's retirement becomes effective;

12-14-1-3 Have provided to the school district a written resignation prior to February 1 of the school year in which the resignation becomes effective.

12-14-2 Basis of Pay: The amount of severance pay shall be up to 100 days of the teacher's final salary as of June 30 of the final full year of teaching. Salary shall be defined as contract salary amount and shall not include any additional compensation for extra-curricular activities, extended employment, or other extra compensation. A maximum of 30 days may be accumulated for years of service. A maximum of 70 days may be accumulated for unused sick leave.

12-14-3 Years of Service: Two days of severance pay will be paid for each full year of service as a teacher in the school district up to a maximum of 30 days. Provisions in 12-14-3 are subject to limitations noted in 12-14-2.

12-14-4 Accumulated Sick Leave: One-half (1/2) day of severance pay will be paid for each full day of accumulated sick leave up to a maximum of 60 days. For each ten (10) days of sick leave a teacher possesses at retirement beyond 120 days, the teacher shall receive an additional day of severance pay. The maximum number of severance pay days a teacher can receive for accumulated sick leave is 70 days. Provisions in 12-14-4 are subject to limitations noted in 12-14-2.

12-14-5 Amount of Pay: Days accumulated toward severance pay as noted in 12-14-2, 12-14-3, and 12-14-4 shall be multiplied by the percentages noted below as they relate to the teacher's age at time of retirement. The product of this multiplication will be the number of days severance pay to be paid to the teacher upon retirement.

Ages 55-60: 100%	Age 61: 80%	Age 62: 60%
Age 63: 45%	Age 64: 30%	

12-14-6 Time of Payment: Severance pay shall be in one lump sum on a date no earlier than seven (7) months following the date of retirement and no later than a date seven and one-half (7 1/2 months following date of retirement or in equal installments to be paid annually commencing seven (7) months after retirement and to continue over a period not to exceed five (5) years. In case of the teacher's death, undrawn severance pay shall be paid to the teacher's designated beneficiary, or if none has been designated, or if the designated beneficiary predeceases or dies within three (3) days of the retiring teacher, then to the teacher's secondary beneficiary or estate.

12-14-7 Tax Deferred Rollover: Unless prohibited by law, teachers may select to roll their severance payment over into a tax deferred rollover.

12-14-8 Effective Date: For early retirements which take effect during the 1985-86 school year, the provisions in the 1983-84 and 1984-85 contract will apply. For early retirements which take effect in 1986-87 and thereafter, the provision in this contract shall apply.

ARTICLE XIII

TEACHER WELFARE

-1 Hospitalization/Major Medical: The School Board will participate in the hospitalization/major medical insurance program by paying the following amounts toward the monthly premium costs of Blue Cross/Blue Shield or an approved HMO. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.

FAMILY PLAN: 1985-86 -- Effective Nov. 1, 1985, 75% of monthly premium cost up to maximum of \$160.42/month.

1986-87 -- Effective Nov. 1, 1986, 75% of monthly premium cost up to maximum of \$172.00/month.

SINGLE PLAN: 1985-86 -- Effective Nov. 1, 1985, monthly premium cost up to maximum of \$67.33/month.

1986-87 -- Effective Nov. 1, 1986, monthly premium cost up to maximum of \$72.00/month.

The health insurance family plans will include coverage for all children up to the age of 23 as long as they are students of an accredited secondary or post-secondary school.

- 13-2 Long Term Disability Income:** The School Board will participate in the long term disability insurance program. The Board will pay one-half of the annual premium for all licensed teachers who participate in the program. The income of the participant, who is forced from work for a long period of time due to reasons of health or accident, will be insured after the 65th working day for two-thirds of the teacher's regular salary up to the policy limit. If the teacher requests it, the School Board will pay to those participants who have accumulated 65 days of sick leave the regular income with one-third day subtracted from the total number of remaining sick leave days until all sick leave has been used in full, or the teacher requests such payment be discontinued.
- 13-3 Term Life Insurance:** Each teacher may participate in the group life insurance program by carrying one basic unit of term insurance in an amount equal to 1 x annual salary, and the Board will pay 75% of the annual premium. Three additional units of term insurance in the amount of 3 x annual salary may be purchased through the group, with the cost to be borne by the employee. Teachers must sign a Certificate of Insurability after which the insurance carrier will determine whether or not the individual qualifies for the additional units.
- 13-4 Dental Insurance:** The School Board will pay 100% of the annual single premium, and 80% of the family premium for teachers who participate in the district group dental insurance plan.
- 13-5 Retired Teachers:** Retired teachers shall have the option of remaining within the group at no cost to the district unless prohibited by Minnesota statute or by the agency or company involved. Teachers who qualify for the severance pay program covered in 12-14 shall have partial premiums paid by the School Board according to 13-8.
- 13-6 Authorized Deductions:** Teachers may individually and voluntarily authorize deductions for credit units, bank savings plans, tax deferred plans, and savings bonds.
- 13-7 Part-Time Teachers and Hourly Rate Teachers:** Teachers who teach 20 hours or more per week will be eligible for hospitalization, life and dental insurance. Teachers who teach 25 hours or more will be eligible for long term disability.
- 13-7-1** The School Board shall participate in the hospital/medical insurance programs for which part-time teachers and hourly rate teachers covered in Appendix J are eligible as described above. The effective date of prorated payments shall be

13-7-1 (continued)

November 1, 1985. The Board will pay a prorated amount toward the premium cost of these programs calculated in the following manner:

Amount Paid by Board For Part-Time	=	Hrs. of PT Hrs. of FT	x	Amount Paid by Board for Full-Time Teacher as specified in 13-1
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- 13-8 **Early Retirement:** Any teacher of District 281 who is a member of the District 281 major medical and hospitalization group plan, who has 15 years of employment in the school district, and who retires following the age of 55 may continue as a member in the insurance group. The school district will pay the same percentage of premiums as paid for other members of the group until the retiree reaches age 65. After age 65, a retired teacher may continue in the group at no cost to the school district unless prohibited by the insurance carrier.

ARTICLE XIV

NO STRIKE-LOCK-OUT PLEDGE

The Federation or any member thereof will not engage in or encourage illegal strike action, withholding of services, or a refusal to perform tasks normally assigned to them during the life of this contract. There shall be no lock-out against the Federation by the School Board during the life of this contract.

ARTICLE XV

RETIREMENT

A teacher's contract will be automatically terminated at the end of the school year if the teacher reaches age 70 on or prior to the end of the academic year. For purposes of this Article, an academic year shall be deemed to begin September 1 and end August 31.

ARTICLE XVI

DURATION AND EFFECT

- 16-1 **Savings Clause:** If any provision of this Agreement is or shall at any time be contrary to federal, state, or local law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute provisions shall be subject to appropriate consultation and negotiation with the Federation.
- 16-2 **Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

- 16-3 **Effect:** This Agreement constitutes the full and complete agreement between the School Board and the Federation representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning the terms and conditions of employment clearly inconsistent with these provisions.
- 16-4 **Finality:** Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed to by the parties.
- 16-5 **Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 1985, through June 30, 1987. If either party desires to modify or amend this Agreement commencing on July 1, 1987, they shall give written notice of such intent no later than May 1, 1987. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

ARTICLE XVII

COLLECTIVE BARGAINING CONTRACT

The School Board shall furnish a printed copy of this collective bargaining contract to each licensed teacher in the bargaining unit, four teacher contract weeks after the contract is signed. One hundred copies shall be furnished to the Federation.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

THE ROBBINSDALE FEDERATION OF TEACHERS, LOCAL 872

AMERICAN FEDERATION OF TEACHERS AFL-CIO

Sandra Peterson
President

William E. Egan
Chairperson

Barry K. Noack
Chief Negotiator

Patricia A. Noack
Clerk

Larry A. Marciniak
Chairperson, Negotiation Back-up
Committee

Frank Miller
Chief Negotiator

Katrina R. Reed
Director of Personnel Services

Dated this 30th day of December, 1985.

1985-1986 District 281 Salary Schedule

Steps	BA	BA+15	BA+30	BA+45
1	18105	18973	19484	19996
2	18785	19775	20286	20796
3	19466	20576	21087	21597
4	20490	21715	22228	22738
5	21511	22857	23368	23880
6	22533	23999	24509	25020
7	23554	25140	25653	26162
8	24579	26281	26792	27303
9	26708	29273	29860	30446

Step	BA+60 or MA	MA+15	MA+30	MA+45	Specialist or MA+60	Ph.D.
1	21188	22986	23554	24127	24655	25404
2	22108	24332	24927	25515	26042	26877
3	23029	25677	26290	26904	27439	28350
4	24442	27146	27660	28282	28828	29833
5	25856	28377	29033	29671	30226	31306
6	27269	29722	30395	31059	31612	32780
7	28683	31070	31766	32447	33008	34252
8	30096	32422	33135	33836	34397	35726
9	31510	33767	34500	35224	35769	37200
10	35552	36105	36883	37645	38233	39762

1986-87 District 281 Salary Schedule

Step	BA	BA+15	+BA+30	BA+45
1	18784	19685	20215	20746
2	19489	20516	21046	21575
3	20196	21348	21878	22407
4	21259	22529	23062	23591
5	22318	23714	24245	24776
6	23378	24899	25429	25959
7	24438	26082	26615	27143
8	25501	27266	27796	28327
9	27710	30370	30980	31588

Step	BA+60 or MA	MA+15	MA+30	MA+45	Specialist or MA+60	Ph.D.
1	21983	23848	24438	25032	25579	26357
2	22937	25244	25862	26472	27019	27885
3	23892	26640	27276	27912	28468	29413
4	25358	28164	28697	29342	29909	30951
5	26826	29441	30122	30783	31359	32480
6	28292	30836	31535	32224	32798	34009
7	29759	32235	32957	33664	34246	35536
8	31225	33638	34377	35105	35687	37066
9	32692	35033	35793	36545	37139	38595
10	36885	37459	38266	39057	39667	41253

EXTRA-CURRICULAR ACTIVITIES

ARTICLE I - SALARY CALCULATIONS & GENERAL PROCEDURES

- 1- 1 **Salary:** Salary is determined by multiplying the ratio times the previous year's top MA salary lane. Calculations for 1985-86 are based on the 1984-85 MA maximum of \$34,021, and calculations for 1986-87 are based on the 1985-86 MA maximum of \$35,552. Notwithstanding the above, coaches in Level 2 high school activities will receive the same salary for 1985-86 and 1986-87.
- 1- 2 **Experience:** Beginning with the ninth year of experience as coach or director in the same activity, the salary as calculated shall be multiplied by 1.1. Experience shall be defined as the cumulative number of years spent directing or coaching in the same activity whether the activity is men's or women's, the position head or assistant, or the level elementary, junior, or senior high school.
- 1- 3 **Reports and Payment:**
- A. The sponsor of each activity which has a fee attached shall make a report in duplicate to the principal. One copy shall be forwarded to the Coordinator of Athletics.
- B. Payment of extra-curricular salaries shall be made as scheduled in the District 281 Faculty Handbook.
- 1- 4 **Procedure for Requesting Additional Assistant Coaches:** If a coach feels the number of students participating in a sport necessitates an additional coach, it will be discussed with the Coordinator of Athletics and principal. If the two agree a coach is necessary, they shall submit a written request which shall be signed by both and then submitted to the Director of Secondary Education. The Director of Secondary Education shall give a reply within ten (10) days.
- 1- 5 **Junior High Schools:** All appointments to positions under Article III, Junior High Schools, shall be made by the junior high school building principal.

Because we have three junior high school buildings, we wish to maintain some degree of uniformity in the programs offered to the student body in each building. Close cooperation between building principals and the central office must be maintained.

1- 5 **Appendix B Continued**

The sponsor of each activity which has a fee attached thereto must make a report at the end of the session to the building principal. These reports will be submitted in duplicate and one copy shall be forwarded to the Coordinator of Athletics. They will include a schedule of the number of games played, scores, number of students participating throughout the season, and complete evaluation of the entire extra activity program annually.

A complete list of all appointments made by the principal under this schedule shall be filed in duplicate with the Coordinator of Athletics the end of the first week of school.

- 1- 6 **Scheduled Levels:** Where more than one scheduled level of an activity is mandated by the high school league, where at least 2/3 of the Lake Conference schools are offering that level, and where a coach is available and where sufficient students exist to support each level; then such scheduled levels shall be provided by District 281 high schools, unless the specific level or entire program has been eliminated by the School Board.

Posting Extra-curricular Positions:

1. When a vacancy occurs in an extra-curricular position, the principal shall make it known to the building staff through the **Principal's Bulletin**. The principals may also make the vacancy known to the district staff through the **Direct Line** or the **Personnel Report**.
2. If the position is not filled by a member of the building staff the principal shall publish notice in the **Direct Line** or the **Personnel Report**.
3. The principal may also advertise the position to people other than the District 281 staff by any means of communication.
4. If the position is not filled by a building staff member, it will not be filled until at least three (3) school days following notice in the **Direct Line** or the **Personnel Report**. As the **Direct Line** or the **Personnel Report** is not published during vacation periods, (summer, winter, spring), the three school days waiting period shall not apply; however, the principal will make an effort to inform people who might be interested.

Filling Vacancies: The principal is given final authority to fill all positions listed in the extra-curricular portion of the collective bargaining agreement unless directed not to by the School Board or the Coordinator of Athletics.

1- 6 Continued

In filling extra-curricular positions, the principal shall normally choose bargaining unit employees over non-bargaining unit employees, and when selecting a bargaining unit employee, shall normally choose one assigned to the principal's building during the regular school day or one who is assigned elsewhere. Should the principal choose a non-bargaining unit employee for an extra-curricular position for which one or more bargaining employees have applied, the principal shall inform the bargaining unit employee(s) as to the reasons, but only when requested to do so by the bargaining unit employee(s). The reason(s) shall be either verbal or written based upon the employee's request.

If neither the School Board nor the Coordinator of Athletics have ordered a principal not to fill a certain position listed in the collective bargaining agreement, and yet the principal has chosen not to fill the position, a teacher, parent, or student may appeal to the Coordinator of Athletics.

ARTICLE II -- SENIOR HIGH SCHOOL ACTIVITIES

2- 1 **Athletic:** The beginning and conclusion of the season will be as outlined in the Minnesota State High School League Handbook.

		Ratio			
		1985-86	1986-87	1985-86	1986-87
2-1-1	Baseball (Mens)				
	1. Head	.1	.1	3,400	3,400
	2. Assistant	.067	.067	2,280	2,280
2-1-2	Basketball (Mens/Womens)				
	1. Head	.11	.11	3,740	3,910
	2. Assistant	.08	.08	2,720	2,845
2-1-3	Cross Country (Mens/Womens)				
	1. Head	.06	.067	2,040	2,380
	2. Assistant	.05	.051	1,700	1,780
2-1-4	Football (Mens)				
	1. Head	.11	.11	3,740	3,910
	2. Assistant	.08	.08	2,720	2,845
2-1-5	Golf (Mens/Womens)	.06	.067	2,040	2,380
2-1-6	Gymnastics (Mens/Womens)				
	1. Head	.1	.1	3,400	3,400
	2. Assistant	.067	.067	2,280	2,280
2-1-7	Hockey (Mens)				
	1. Head	.11	.11	3,740	3,910
	2. Assistant	.08	.08	2,720	2,845
2-1-8	Skiing: (Mens/Womens combined)				
	1. Head	.06	.067	2,040	2,380
	2. Assistant	.05	.051	1,700	1,815
2-1-9	Soccer (Mens/Womens)				
	1. Head	.1	.1	3,400	3,400
	2. Head	.067	.067	2,280	2,280

		Ratio			
		1985-86	1986-87	1985-86	1986-87
2-1-10 Softball (Mens/Womens)					
1.	Head	.1	.1	3,400	3,400
2.	Assistant	.067	.067	2,280	2,280
2-1-11 Swimming (Mens/Womens)					
1.	Head	.1	.1	3,400	3,400
2.	Assistant	.067	.067	2,280	2,280
3.	Diving	.067	.067	2,280	2,280
2-1-12 Tennis (Mens/Womens)					
1.	Head	.06	.067	2,040	2,380
2.	Assistant	.05	.051	1,700	1,815
2-1-13 Track (Mens/Womens)					
1.	Head	.1	.1	3,400	3,400
2.	Assistant	.067	.067	2,280	2,280
2-1-14 Volleyball (Womens)					
1.	Head	.1	.1	3,400	3,400
2.	Assistant	.067	.067	2,280	2,280
2-1-15 Wrestling (Mens)					
1.	Head	.11	.11	3,740	3,910
2.	Assistant	.08	.08	2,720	2,845
2-1-16 Head Weight Instructor					
1.	Bursar	.042	.042	1,430	1,495
	The bursar will be responsible for all monies collected at all athletic contests and fine arts events. This person will supervise the sale of tickets for games, plays, musicals, and other extra-curricular activities where tickets and money have to be accounted for.				

		Ratio			
		1985-86	1986-87	1985-86	1986-87
2.	Equipment Manager - To be responsible for care, storage, issuing and inventorying all athletic equipment in the senior high school buildings.				
1.	Head	.084	.084	2,860	2,985
2.	Assistant	.042	.042	1,430	1,495
3.	Intramurals --Each supervisor will be paid on the basis of each session. The number of supervisors to be determined by the athletic director and principal. \$2,000 budgeted per year.				
4.	Groundskeeper: 200 hours per year at the hourly rate of*			5.25	5.45
5.	Trainer: The trainer will be in attendance at all senior high games involving bodily contact, and be available for attendance at other games when requested by the principal.	.05	.05	1,700	1,775
	Trainer certified:	.065	.065	2,210	2,310

2- 2 Fine Arts

2-2-1 Dramatics

2-2-1-1	Full Length	.045	.045	1,530	1,600
2-2-1-2	Musical (Dramatics)				
	A. Director	.1	.1	3,400	3,400
	B. Asst. Director	.075	.075	2,550	2,550
	C. Vocal Director	.05	.05	1,700	1,700
	D. Orchestra Dir.	.04	.04	1,360	1,360
2-2-1-3	Technical Director & Auditorium Manager	.105	.105	3,570	3,730

2-2-1-3 Technical Director(Continued)

The technical director will be responsible for all technical work, which would include sceneries and art work needed on plays (all school productions) and for any work needed for special auditoriums and other events in the auditorium. This job will cover the entire year. The stage director will be responsible for the training of students to act as stage managers and light managers and would also be responsible for the care of all stage equipment and tools and would be on call for any equipment needed for plays or special auditoriums.

		Ratio			
		1985-86	1986-87	1985-86	1986-87
2-2-1-4	Speech Coach	.067	.067	2,280	2,380
	Asst. Coach	.04	.04	1,360	1,420

The coach and one assistant will be allowed \$5 per event judged at a contest. The difference between the number of students entering a contest and the maximum of 15 will be deducted at \$47 per pupil.

2-2-1-5	Debate Coach	.067	.067	2,280	2,380
	Assistant Coach	.04	.04	1,360	1,420

Coaches will be allowed \$5 for each debate judged at tournaments. The number of debates for which pay will be allowed is limited to 35 rounds.

2-2-1-6	One Act Plays	.012	.012	410	425
	One Act Plays (State Contest or Touring Play)	.0235	.0235	800	835

		Ratio			
		1985-86	1986-87	1985-86	1986-87
2-2-2	Music				
2-2-2-1	Band Director	.056	.056	1,905	1,990
	Marching Band	.045	.045	1,530	1,600
	<p>The band director will be in charge of all band activities for the entire year and will be expected to participate in all home football games, and 20 other home games, special auditoriums, pep meetings, and graduation. There shall be 12 Pep band performances per school year.</p>				
2-2-2-2	Asst. Band Director	.017	.017	580	605
	<p>(Beginning in 1982-83, if the principal and asst. band director mutually agree to assign the assistant band dir. three pep band appearances which shall be in addition to the 12 appearances assigned to the band director the ratio for that assistant band director shall be .023 or .006 additional. .023</p>				
		.023	.023	780	815
2-2-2-3	Asst. Marching Band	.017	.017	580	605
2-2-2-4	Orchestra Director	.032	.032	1,090	1,140
2-2-2-5	Choir Director	.05	.05	1,700	1,780
	<p>The choir director will be responsible for all vocal musical activities, will be asked to participate in PTA programs, holiday programs, and other events. This person will also present one or more concerts through the year, depending on the amount of interest.</p>				

		Ratio			
		1985-86	1986-87	1985-86	1986-87
2-2-2-6	Asst. Choir Dir.	.017	.017	580	605
2-2-3	Publications				
2-2-3-1	Annual				
	Editorial Adviser	.067	.08	2,280	2,845
	This person will be in charge of the overall production of the annual.				
	Business Adviser	.02	.02	680	710
2-2-3-2	Newspaper	.067	.08	2,280	2,845
	This person will have charge of the publishing of the school newspaper.				
2-2-3-3	Duplicating School Programs*			52-313	52-311
2- 3	Other				
2-3-1	Advisors- danceline, cheerleaders	.032	.045	1,090	1,600
2-3-2	Flagtwirlers	.01	.01	340	355
2-3-3	Chess 12 weeks	.0115	.0115	390	410
	24 weeks	.023	.023	780	815
2-3-4	Concessions (Chairperson)*			219	249
	This person will be in complete charge of buying and setting up concessions for football and basketball and will also be in charge of hiring teachers and student helpers.				
	Helpers - -				
	Chairperson, football	per session		16	17
	Others, football	per session		14	15
	Chairperson, basketball	per session		12	13
	Others, basketball	per session		12	13

*The experience factor described in 1-2 does not apply to these activities

		Ratio			
		1985-86	1986-87	1985-86	1986-87
2-3-5	Decorative Art Supervisor	.017	.017	580	605
	This person will be in charge of extra decorations for special events in school such as homecoming, prom, etc.				
2-3-6	Student Council	.014	.014	475	500
2-3-7	Tickets*				
	1. Ticket takers and others (football) per game			13	14
	2. Ticket sellers (football) (football) per game			17	18
	3. Ticket seller -- head			20	21

ARTICLE III -- JUNIOR HIGH SCHOOL ACTIVITIES

		Ratio			
		1985-86	1986-87	1985-86	1986-87
3- 1	Athletic				
3-1-1	Basketball (Mens/Womens)				
	1. Head (interscholastic)	.06	.06	2,040	2,130
	2. Head Intramural/First Assistant	.05	.05	1,700	1,780
	3. 7th & 8th (Maximum of 4 for total of mens and womens)	.05	.05	1,700	1,780
3-1-2	Cross Country(Mens/Womens)	.05	.05	1,700	1,780
	If mens/womens combined	.06	.06	2,040	2,130
3-1-3	Football (Mens)				
	1. Head 9th Grade Coach	.06	.06	2,040	2,130
	2. 9th Grade Asst. Coach	.05	.05	1,700	1,780
	3. Others (two to three coaches, depending on number of students participating)	.05	.05	1,700	1,780
3-1-4	Golf (9th Grade competition) Mens/Womens	.05	.05	1,700	1,780

he experience factor described in 1-2 does not apply to these activities.

		Ratio			
		1985-86	1986-87	1985-86	1986-87
3-1-5	Gymnastics (Mens/Womens)				
	1. Head	.06	.06	2,040	2,130
	2. Assistant	.05	.05	1,700	1,780
3-1-6	Soccer (Mens)				
	1. Head	.06	.06	2,040	2,130
	2. Assistant	.05	.05	1,700	1,780
3-1-7	Softball (Womens)				
	1. Head 9th Grade Coach	.06	.06	2,040	2,130
	2. Assistant	.05	.05	1,700	1,780
3-1-8	Swimming (Mens/Womens)				
	1. Ninth Grade	.06	.06	2,040	2,130
	2. Seventh-Eighth Grade	.05	.05	1,700	1,780
3-1-9	Tennis (9th Grade Competition)				
	Mens/Womens	.05	.05	1,700	1,780
3-1-10	Track (Mens/Womens)				
	1. Head 9th Grade Coach	.06	.06	2,040	2,130
	2. Others (7th & 8th Grades)	.05	.05	1,700	1,780
3-1-11	Volleyball (Womens)				
	1. Head	.06	.06	2,040	2,130
	2. Assistant	.05	.05	1,700	1,780
3-1-12	Wrestling (Mens)				
	1. Head	.06	.06	2,040	2,130
	2. Assistant	.05	.05	1,700	1,780
3-1-13	Other				
	1. Coordinator of Student Activities	.08	.08	2,720	2,845
	The coordinator shall be a liaison officer between the principal and the coaches and directors of student activities. The coordinator will be responsible for scheduling extra-curricular contests for 9th grade and for scheduling gymnasiums and activity rooms within the junior high school building.				

		Ratio			
		1985-86	1986-87	1985-86	1986-87
3-1-13 Other (continued)					
2.	Equipment Manager --To be responsible for care, storage, issuing and inventorying of all athletic equipment within the junior high school building.				
1.	Mens equipment	.031	.031	1,055	1,100
2.	Womens equipment	.031	.031	1,055	1,100
3.	Football equipment	.022	.022	750	780
3.	Golf, Archery, Tennis, Bowling (15 participants for 12 sessions)	.0085	.0085	290	300
4.	Head Weight Instructor	.06	.06	2,040	2,130
3- 2 Fine Arts					
3-2-1	Auxiliary Services (per session)* (\$2,500 budgeted per year per school)			13	14
3-2-2	Chess & Computer:				
	24 weeks	.023	.23	780	815
	12 weeks	.0115	.0115	390	410
3-2-3	Debate (9th Grade inter-school competition)	.021	.021	715	745
3-2-4	Magazine	.0033-.023	.0033-.023	110-780	115-820
3-2-5	Music This payment is for all concerts, contests, and extra groups held during the entire school year. Amounts are maximum for one person in that assignment.				
	1. Band	.016	.016	545	570
	2. Orchestra	.014	.014	475	495
	3. Vocal	.0125	.0125	425	445
3-2-6	Newspaper (six or more issues)	.023	.023	780	815

		Ratio			
		1985-86	1986-87	1985-86	1986-87
3-2-7	Operetta (maximum for two people)	.049	.049	1,665	1,740
3-2-8	Plays (One Act maximum of 3) Plays must be put on for student auditorium or for general public to qualify for payment. Amount of payment will depend on prior approval.	.01	.01	340	355
3-2-9	Rifle Club (Maximum)	.021 - .049		715-1,665 --	745-1,740
	Assistant (More than 30 participants) The amount paid each instructor will be based on the number of students participating, the number of sessions, and the length of each session. Program must be approved by the Coordinator of Athletics office before the program is initiated.	.011 - .036		375-1,225 --	390-1,280

ARTICLE IV - ELEMENTARY SCHOOL ACTIVITIES

		Ratio			
		1985-86	1986-87	1985-86	1986-87
4- 1	Athletic				
4-1-1	Coaches 12 weeks, 24 sessions)	.02	.02	680	710
4-1-2	Coaches (12 weeks, 48 sessions)	.04	.04	1,360	1,420
4-1-3	Coordinator (Spring 12 weeks)	.04	.04	1,360	1,420
4-1-4	Coordinator (Fall 12 weeks)	.04	.04	1,360	1,420
4- 2	Fine Arts				
4-2-1	Chess Coach (24 weeks)	.023	.023	780	815
4-2-2	Chess Coach (12 weeks)	.0115	.0115	390	410
4-2-3	Chess Coordinator	.025	.025	850	890

4- 2 **Fine Arts** Continued

4-2-4 **Music** (per school)

1. Band	.0017	.0017	55	60
2. Choir	.0017	.0017	55	60
3. Orchestra	.0017	.0017	55	60

4-2-5 **Music-District Choir**

Accompanist	.0175	.02	595	710
Choir Accompanist	.001	.001	34	36
Music - District Choir or Orchestra Director	.03	.04	1,020	1,420

ARTICLE V - DISTRICT-WIDE ACTIVITIES*

	Ratio		1985-86	1986
	1985-86	1986-87		
Curriculum Writing (per hour)	.0006	.0006	20.40	21.30
Detention	.0225	.0225	765	780
Driver Training Instruction(per hour)	.00038	.00038	12.90	13.50
Driver Education at night school (same as summer school)				
Motorcycle Training Instruction (per hour)	.00042	.00042	14.30	14.90
Secondary Department Chairperson				
2.0 - 3.4 teachers - 2 days released time	.0075	.0075	255	265
3.5 - 9.4 teachers - 4 days released time	.0149	.0149	505	530
9.5 - 14 teachers - 6 days released time	.018	.018	610	640
Over 14 teachers - 8 days released time	.0225	.0225	765	78
Released time subject to professional leave quotas				
Supervision of Student Teachers				
4-6 weeks	.0017	.0017	55	60
7-23 weeks	.0035	.0035	120	125
Swimming Pool Coordinator, Building	.09	.09	3,060	3,200
Swimming Pool Director, Summer	.03	.03	1,020	1,065

*The experience factor described in 1-2 does not apply to these activities.

SUMMER SCHOOL EMPLOYMENT

1. **Hiring:** Teaching positions in the summer school shall be filled by qualified teachers on the regular employed staff of the preceding school year, if such qualified teachers are available and file applications. Members of the teachers bargaining unit or School District 281, if qualified by license and experience, shall be priority over nonbargaining unit members in obtaining summer school employment.
2. **Pay Dates:** Salary payments shall be made in four installments, on every other Friday, beginning with the second Friday summer school is in session. If that day should coincide with a holiday, the checks shall be made available the day before the holiday.
3. **Leave of Absence:** Regular District 281 teachers who have taught a minimum of five consecutive years of summer school (full-time -- four hours) may apply, and will be granted a one-year leave of absence from summer school. The teacher may also apply for a one-year extension of the leave, such extension to be at the discretion of the summer school director and/or assistant superintendent. The leave shall be unpaid. Dates for applying for the leave and for notifying the summer school director of intention to return shall be established by the administration.
3. **Salary:**

	Ratio of Previous Years MA Top Step	Hourly Wage	
		1985-86	1986-87
BA - BA+45 Education Level	.0005	17.00	17.80
MA - Ph.D Education Level	.00053	18.00	18.85

APPLICATION OF CONTRACT TO RESERVE TEACHERS

Step	1985-86 Pay		1986-87 Pay		Qualifications
	Full Day	Half Day	Full Day	Half Day	
1	\$54.85	\$29.60	\$56.90	\$30.70	A reserve teacher who has not accumulated 40 days of teaching for the year.
2	62.55	35.10	64.90	36.40	A reserve teacher who has accumulated 40 days of teaching for the year.
3	71.05		73.71		A reserve teacher who replaces the same teacher for 5 consecutive teaching days.
4	76.80		79.70		A reserve teacher who replaces the same teacher 10-15 consecutive teaching days.
5	96.30		99.90		A reserve teacher who replaces the same teacher for 16-79 consecutive teaching days.

**For Teachers With Two Year Certificates Who May Not Teach in the Classroom
For Ten (10) or More Consecutive Days**

Step	1985-86 Pay		1986-87 Pay		Qualifications
	Full Day	Half Day	Full Day	Half Day	
1	\$50.50	\$28.50	\$52.40	\$29.55	A reserve teacher who has not accumulated 40 days of teaching for the year.
2	58.15	30.70	60.35	31.85	A reserve teacher who has accumulated 40 days of teaching for the year.

APPENDIX D Continued

NOTES:

- Step 5 is calculated by dividing Step 1 of BA on the regular salary scheduled by 188 days.
2. Reserve teachers who substitute on long term assignment 30 consecutive teaching days, will receive 1 day of sick leave for each 30 days worked.
 3. Reserve teachers may participate in the District 281 Staff Development program. They can obtain a course booklet by picking them up at the Central Office or by calling and requesting that a copy be mailed to them.

CREATIVE PLAY TEACHERS

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement except Sections 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 6-14, 6-18, 10-1-4, 10-1-5, 10-2, as well as all of Articles VII, XII, and XIII apply to that class of employees referred to as Creative Play Teachers. If there is any deviation from this understanding, it is either noted in the specific Article and Section, or is delineated below in this Appendix.

It is understood that because the program is dependent upon parent fees for staff salaries, enrollment plays a significant role in the number of hours worked per week, as well as the offering of specific classes.

1. **Seniority:** Creative Play teachers shall accrue seniority on the date the teacher is hired to work as a Creative Play Teacher.

2. **Staff Reduction:**

A. **Release:**

1. When it is necessary to reduce the number of Creative Play teachers at the beginning or end of the school year, a teacher with the least seniority shall be laid off first.
2. If during the school year a reduction in staff becomes necessary in Creative Play, the teacher whose class is affected shall be the one to be laid off.

B. **Recall:** Recall shall be in seniority order. The teacher with the most seniority shall be recalled first from the layoff list.

3. **Holidays:** Creative Play teachers scheduled fifteen (15) hours per week or more, are eligible for two (2) paid holidays during the school year. Teachers scheduled for nine (9) hours per week or more, are eligible for one (1) paid holiday during the school year. Holiday leave may be taken subject to mutual agreement between the teacher and the supervisor and may be used for religious holidays.

4. **Insurance:** Creative Play teachers may participate in the insurance programs provided in this Agreement. These include: hospitalization/major medical (13-1), long-term disability (13-2), term life insurance (13-3), and dental (13-4). A teacher who elects to participate in the above-noted insurance programs shall bear the entire cost for such participation. In order for a teacher to be eligible to participate in the above noted programs, the employee must work the requisite number of hours required by the program for participation (20) hours per week for hospitalization/major medical, life and dental, 25 hours per week for long-term disability.

5. **Sick Leave:** Creative Play Teachers scheduled for fifteen (15) hours per week or more, are eligible for three (3) paid sick leave days during the school year. Teachers scheduled for nine (9) hours per week or more, are eligible for one (1) paid sick leave day during the school year. Sick leave can be accumulated from year to year. Sick leave may be used by the teacher for religious holidays.
6. **Professional Leave:** Professional leave may be granted to teachers scheduled fifteen (15) hours per week or more to attend meetings, seminars, school visitation, etc. for the purpose of improving the educational proficiency of the teacher. One day can be scheduled each year; request for such leave must be submitted at least one week in advance to the program director.
7. **Workshop Attendance:** Creative Play teachers will be paid their regular hourly rate for time spent in attendance at approved in-service training and staff meetings required by the School District or their supervisors.
8. **Snow Days:** Teachers will be paid up to one (1) snow day per school year if classes in District 281 are canceled.
9. **Salary:**

Years in District	Step	1985-86	1986-87
1	1	7.90	8.20
2	2	8.45	8.75
3	3	9.00	9.35

6-5 is Religious Holidays.

ADVENTURE CLUB TEACHERS

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement, except Section 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 6-14, 6-18, 10-1-4, 10-1-5, 10-2 as well as all of Articles VII, XII, and XIII, apply to Adventure Club Teachers. If there is any deviation from this understanding, it is either noted in the specific article and Section, or is delineated below in this Appendix.

It is understood that because the program is dependent upon parent fees for staff salaries, enrollment plays a significant role in the number of hours worked per week, as well as the offering of specific programs.

1. **Seniority:** Adventure Club teachers shall accrue seniority in the following two (2) job categories: Adventure Club Lead teacher and Adventure Club Non-Lead teacher. Seniority shall be defined as the date on which a teacher is hired to work as an Adventure Club Lead teacher, or an Adventure Club Non-Lead teacher. Seniority accrued as an Adventure Club Non-Lead teacher shall apply to Adventure Club Lead teaching on the basis of .5 for each full year of non-lead teaching.

2. **Staff Reduction:**

- A. **Release:**

1. When it is necessary to reduce the number of Adventure Club teachers at the beginning or end of the school year, the release shall be in seniority order by job category. A teacher with the least seniority in a given job category shall be laid off first.

2. If during the school year a reduction in staff becomes necessary, the teacher whose program is affected shall have the right to retain employment over the teacher with the least seniority.

- B. **Recall:** Recall shall be in seniority order. The teacher with the most seniority shall be recalled first from the layoff list.

3. **Holidays:** Adventure Club teachers scheduled for fifteen (15) hours per week or more, are eligible for two (2) paid holidays during the school year. Teachers scheduled for nine (9) hours per week or more, are eligible for one (1) paid holiday during the school year. Holiday leave may be taken subject to mutual agreement between the teacher and the supervisor and may be used for religious holidays.

4. **Insurance:** Adventure Club teachers may participate in the insurance programs provided in this Agreement. These include: hospitalization/major medical (13-1), long-term disability (13-2), te

Adventure Club (continued)

life insurance (13-3), and dental (13-4). A teacher who elects to participate in the above-noted insurance programs shall bear the entire cost for such participation. In order for a teacher to be eligible to participate in the above-noted programs, the employee must work the requisite number of hours required by the program for participation (20 hours per week for hospitalization/major medical, life and dental; 25 hours per week for long term disability.)

5. **Sick Leave:** Adventure Club teachers scheduled for fifteen (15) hours per week or more, are eligible for three (3) paid sick leave days during the school year. Teachers scheduled for nine (9) hours per week or more, are eligible for one (1) paid sick leave day during the school year. Sick leave may be accumulated from year to year. Sick leave may be used by the teacher for religious holidays.
6. **Professional Leave:** Professional leave will be granted to teacher scheduled fifteen (15) hours per week or more to attend meetings, seminars, school visitation, etc., for the purpose of improving the educational proficiency of the teacher. One day can be scheduled each year; request for such leave must be submitted at least one week in advance to the program director.
7. **Workshop Attendance:** Adventure Club teachers will be paid their regular hourly rate for time spent in attendance at approved in-service training and staff meetings required by the School District or their supervisors.
8. **Snow Days:** Teachers will be paid up to one (1) snow day per school year if classes in District 281 are canceled.
9. **Salary:**

	Years in District	Step	1985-86	1986-87
Lead Teacher	1	1	9.20	9.55
	2	2	9.50	9.85
	3	3	10.05	10.45
Non-Lead Teacher	1	1	8.00	8.30
	2	2	8.55	8.85
	3	3	9.10	9.45

PARENT-CHILD CENTER TEACHERS

It is understood by the Federation and the district that all provisions of the Collective Bargaining Agreement, except Sections 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 6-14, 6-18, 10-1-4, 10-1-5, 10-2, as well as all of Articles VII, XII, and XIII, apply to that class of employees referred to as Parent-Child Center teachers. If there is any deviation from this understanding, it is either noted in the specific Article and Section, or is delineated below in this Appendix.

1. **Holidays:** Parent-Child Center teachers who are employed fifteen (15) hours per week or more, are eligible for two (2) paid holidays. The holiday leave may be taken subject to mutual agreement between the teacher and the supervisor and may be used for religious holidays.
2. **Seniority:** Seniority shall be defined as the date on which a teacher is hired to work as a Parent-Child Center teacher.
3. **Staff Reductions:**
 - A. **Release:** When it is necessary to reduce the number of Parent-Child Center teachers, the release shall be in seniority order. The district may release a teacher out of seniority order for the purpose of protecting the integrity of the program. In such cases, any teacher who is laid off out of order may grieve the matter.
 - B. **Recall:** Recall shall be in seniority order. A teacher with the greatest seniority shall be recalled first from the layoff list.
4. **Insurance:** Effective on the date of execution of this Agreement, Parent-Child Center teachers may participate in the insurance programs provided in this Agreement. These include: Hospitalization/Major Medical (13-1), Long-Term Disability (13-2), Term Life (13-3), and Dental (13-4). A teacher who elects to participate in the above noted insurance programs shall bear the entire cost of such participation.

In order for a teacher to be eligible to participate in the above noted programs, the employee must work the requisite number of hours required by the program for participation (20 hours per week for hospitalization/major medical, life, and dental; 25 hours per week for long term disability.)
5. **Sick Leave:** Effective on the date of execution of this Agreement, Parent-Child Center teachers scheduled for a minimum of fifteen (15) hours per week are eligible for three (3) paid sick leave days during the school year. Sick leave may be accumulated from year to year. Sick leave may be used by the teacher for religious holidays.

Parent-Child Center (continued)

Workshop Attendance: Effective on the date of execution of this Agreement, Parent-Child Center teachers will be paid their regular hourly rate for time spent in attendance at required in-service training and staff meetings required by the Parent-Child Center.

7. **Snow Days:** Effective on the date of the execution of this Agreement, Parent-Child Center teachers will be paid up to one (1) snow day per school year if classes in School District 281 are canceled.
8. **Salary:** The salary of each Parent-Child Center teacher will be increased 4.5% during 1985-86, and 3.75% during 1986-87.

ADULT BASIC/CONTINUING EDUCATION (AB/CE) TEACHERS

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement, except Sections 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 6-14, 6-18, 10-1-4, 10-1-5, 10-2, as well as all of Articles VII, XII and XIII, apply to that class of employees referred to as Adult Basic/Continuing Education Teachers(AB/CE). If there is any deviation from this understanding, it is either noted in the specific Article and Section, or is delineated below in this Appendix.

1. **Holidays:** AB/CE teachers shall have two(2) paid holidays. These shall be Labor Day, and Easter Monday. Holidays may be exchanged for observance of a religious holiday.
2. **Seniority:** Seniority shall be defined as the date on which a teacher is hired to work as an Adult Basic/Continuing Education Teacher.
3. **Staff Reductions:**
 1. **Release:** When it is necessary to reduce the number of Adult/Basic/Continuing Education Teachers, the release shall be in seniority order. The District may release a teacher out of seniority order for the purpose of protecting the integrity of the program. In such cases, any teacher who is laid off out of order may grieve t matter.
 2. **Recall:** Recall shall be in seniority order. A teacher with the greatest seniority shall be recalled first from the layoff list.
4. **Insurance:** Adult Basic/Continuing Education Teachers may participate in the insurance programs provided in this Agreement. These include: hospitalization/major medical (13-1), long term disability (13-2), term life insurance (13-3), and dental (13-4). A teacher who elects to participate in the above-noted insurance programs shall bear the entire cost of such participation. In order for a teacher to be eligible to participate in the above-noted programs, the employee must work the requisite number of hours required by the program for participation (20 hours per week for hospitalization/major medical, life and dental; 25 hours per week for long-term disability.)
5. **Sick Leave:** AB/CE teachers scheduled for a minimum of fifteen (15) hours per week or more, are eligible for three (3) paid sick leave days during the school year. Teachers scheduled for a minimum of eleven (11) hours per week are eligible for two(2) paid sick leave days during the school year. Sick leave may be accumulated from year to year. Sick leave may be used for religious holidays.

AB/CE (continued)

6. **Workshop Attendance:** Effective July 1, 1984, teachers will be paid their regular hourly rate for time spent in attendance at approved in-service training and staff meetings required by the school district.
7. **Snow days:** Effective July 1, 1984, teachers will be paid up to one (1) snow day per school year if classes in School District # 281 are canceled.
8. **Salary:**

Years in District	Step	1985-86	1986-87
1-2	1	12.68	13.14
3-4	2	12.92	13.40
5	3	13.15	13.64

CALENDAR FOR 1985-86

Teacher Preschool Workshop	August 26, 27, 28, 29, 30, 1985
First Marking Period	September 3 - November 1 43 days for students 43 days for teachers
Second Marking Period	November 4 - January 17 43 days for students 43 days for teachers
Third Marking Period	January 20 - March 21 43 days for students 43 days for teachers
Fourth Marking Period	March 31 - June 6 47 days for students 49 days for teachers
Entire Year	176 days for students 183 days for teachers 190 contract days (includes 7 paid holidays)

SCHOOL NOT IN SESSION

Labor Day	September 2, 1985
Teachers Convention Day	October 18, 1985
Thanksgiving	November 28, 29, 1985
Winter Recess	December 23 through January 5
Martin Luther King's Birthday	January 20, 1986
Presidents Day	February 17, 1986
Spring Recess	March 24 through March 31
Memorial Day	May 26, 1986

CALENDAR FOR 1986-87

Teacher Preschool Workshop

August 25, 26, 27, 28, 1986

First Marking Period

September 2-October 31

43 days for students

43 days for teachers

Second Marking Period

November 3-January 16

43 days for students

43 days for teachers

Third Marking Period

January 19-March 20

43 days for students

43 days for teachers

Fourth Marking Period

March 23-June 5

47 days for students

49 days for teachers

Entire Year

176 days for students

183 days for teachers

190 contract days

(includes 7 paid holidays)

SCHOOL NOT IN SESSION

Labor Day

September 1, 1986

Teachers Convention Day

October 17, 1986

Thanksgiving

November 27, 28, 1986

Winter Recess

December 22 through January 2

Martin Luther King's Birthday

January 19, 1987

Presidents' Day

February 16, 1987

Spring Recess

April 13-17, 1987

Memorial Day

May 25, 1987

**APPLICATION OF CONTRACT TO HOURLY RATE SPECIAL EDUCATION, OFF-CAMPUS
AND LIMITED ENGLISH PROFICIENCY TEACHERS (LEP)**

1. **Application for 1985-86:** All provisions of the 1983-84 and 1984-85 Collective Bargaining Agreement applicable to Hourly Rate Special Education, Off-Campus, and LEP teachers shall continue to be applicable during 1985-86. Placement on unrequested leave and recall shall be based on the hourly rate teachers new contract seniority date published in the 1986 seniority booklet.

 2. **Application for 1986-87:**
 - A. All teachers employed 5 or more hours during 1984-85 will be offered full time contracts and full time benefits for 1986-87.
 - B. Teachers who were employed less than 5 hours during 1984-85 and teachers newly employed during 1986-87 will work on a prorated contract.
 - C. Teachers who do not wish to work full time can negotiate with the Director of Special Education regarding a prorated contract.
 - D. The .652 ratio outlined in 5-21-4-4 of the 1983-84/1984-85 contract will be used to calculate the teacher's seniority. These new dates will be published in the 1986 seniority booklet and used for placement on unrequested leave, if such is necessary, for the spring of 1986 and thereafter. The teacher's name will be placed on all district seniority lists for which the teacher is qualified by licensure.
 - E. The following sections of the 1983-84/1984-85 contract will be eliminated.
 - 5-19-3 Special Education postings.
 - 5-21-4-3 Hourly Rate Special Education teachers
 - 5-2-4-4 Change of Status
 - 10-1-4 Hourly Rate LD Teachers (rates of pay)
 - 10-1-5 Off-Campus Teachers (rates of pay)
 - 10-1-6 Hourly Rate LEP Teachers (rates of pay)
- Appendix C: Application of Contract to Hourly Rate Special
Education Teachers

Appendix J (continued)

Appendix C: Application of Contract to Hourly Rate Special Education Teachers

Appendix D: Application of Contract to Off-Campus.

Appendix E: Application of Contract to Hourly Rate LEP.

- F. A transfer pool for Special Education teachers separate from the district pool will be implemented in 1986. It will operate later than the district pool and the dates will be recommended to the School Board by the District Educational Policies Committee.
- G. **Outside/Inside Teaching Experience:** The district will permit hourly rate teachers transferred to the contract to use their teaching experience inside or outside the district, only if the experience would put them at a higher step on the contract salary schedule. If the teacher uses his/her inside/outside experience, the teacher will get no credit for hourly rate teaching experience.
- H. **Career Increments:** The district will continue to grant credit toward career increments for hourly rate experience in accordance with past practice and section 12-7.
- I. **Application to Part-Time Teachers at the Golden Valley Hospital:**
 - 1. The length of the teaching day shall be calculated by multiplying the teacher's part-time ratio times 7 hours and 40 minutes.
 - 2. Student contact time shall be calculated by multiplying the teacher's part time ratio times 5 hours and 10 minutes.
- J. **Limited English Proficiency (LEP) Teachers:** Seniority for LEP teachers will be calculated by multiplying .652 times their hourly seniority.
- K. **Implementation Dates:**
 - a. Seniority.....July 1, 1985
 - b. 1.0 status....1986-87 school year
- L. **Teachers on Leave of Absence:** Hourly rate teachers returning from leaves of absence for 1986-87 will be placed on a 1.0 contract if they worked .5 or greater at the time the leave was granted.

900 000
Draw 6/85

830706 20-600F009-02 6178-0086185



Just

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 044-P-0003

RECEIVED

830706

October 8, 1985

21 1985

ISD 281

Labor Relations Director
County of Hennepin
Robinsdale Independent School District 281
4148 Winnetica Avenue, North
New Hope, Minnesota 55427

NOV 1 1985

still report

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s) **Covering Hennepin Cnty**
Independent School District 281 and Teachers local 892. The agreement we have on
file expired June 1985.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage
schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without
change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or
public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 860
2. Number and location of establishments covered by agreement 20 - Robbinsdale Area Schools
3. Product, service, or type of business Public Schools
4. If your agreement has been extended, indicate new expiration date Agreement remains in effect until negotiations are concluded

Your Name and Position

Raturn R. Reed

Area Code/Telephone Number

(612) 533-2781

Address

4148 Winnetica Ave. N. New Hope, Mn. 55427

City/State/ZIP Code